

CALNET

AUTHORIZATION TO ORDER (ATO)

AT&T Corp. and the California Department of Technology (CDT) have entered into a five-year statewide contract for CALNET IFB C4DNCS19, Data Networks and Communications Services, Categories 20, 21, 22, 23, 24, 25, 29 and 30. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category: 20, MPLS Data Network Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 21, Standalone VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 22, Cloud Hosted VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 23, Metropolitan Area Network (MAN) Ethernet Services and Features

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 24, Flat Rate Internet Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 25, Sustained Bandwidth Internet Services and Features

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 29, Converged VoIP Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Category: 30, Broadband with Internet Services

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Pursuant to the Contract C4-DNCS-19-001-40, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

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

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

between the parties.

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

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

(Enter Non-State Entity name) intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence MM/DD/YYYY ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

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

Non-State Entity

Non-State Entity Name

Authorized Agent

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

Contractor

AT&T Corporation

Authorized Agent

Fill in the blank

Attention: Program Management Office

Contact Number:

Address: 2700 Watt Avenue

Email:

Room 1213

Sacramento, CA 95821

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

Non-State Entity

Authorized Agent Name

Fill in the blank Pixley?

Title of Authorized Agent

Signature

Date Signed

Contractor

Authorized Agent Name

Fill in the Blanks

Title of Authorized Agent

Signature

Date Signed

Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed



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ATTACHMENT TO [Calnet Authorization to Order (ATO)] ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T Corp** [Insert name of AT&T affiliate] (AT&T) and Humboldt County Library (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

- 1. Eligibility of Products and Services.** The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
- 2. Service Substitutions.** USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
- 3. Requested Information.** If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
- 4. Indemnities.** Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
- 5. Non-Appropriations.** By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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6. Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

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right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 (“CALNET NEXTGen Contract”), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement (“BEAR”) - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a “Notice of Improperly Disbursed Funds” or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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INVITATION FOR BID
IFB C4DNCS19
Data Networks and Communications Services
STATEMENT OF WORK

BUSINESS REQUIREMENTS
FOR CATEGORIES 20, 23, 24, and 25

<Enter Bidder Name Here>

March 5, 2020

Group 1 BAFO

Issued by:

STATE OF CALIFORNIA

California Department of Technology Statewide
Procurement

PO Box 1810

Rancho Cordova, CA 95741

Disclaimer: The original PDF version and any subsequent addendums of the IFB released by the Procurement Official of this Bid remain the official version. In the Trouble ticket reports for specifications or provisions, which constitute the Contract, the official State version of the IFB in its entirety shall take precedence.

ADDENDUM LOG

Addendum #	Date	Addendum Description
2	11/22/19	G.2.2 #15 – removed requirement. G.2.2.1 #4 – modified language. Table G.2.2.1 – modified language. G.4.2 – modified language. G.4.3 #9 – modified language.
3	12/5/19	G.2.5.4 #5 – modified language. G.3.2 #11 – modified language. G.4.7.1 – modified language. G.4.7.2 – modified language. G.6.1.2.1 #2 – modified language. G.6.1.2.3 #3 – modified language. G.6.3 #6 – modified language. G.10.5.2 – modified language. G.11.1.3 – modified language.
5	1/14/20	G.1 – modified language G.2.1 – removed language G.2.4.2 – modified language G.4.7.2 – modified language G.6.1 #3 – modified language G.6.1 #4 – modified language G.6.1 #18 – modified language G.6.2 – modified language G.6.2.1 #1 – modified language G.6.2.1 #2 – removed requirement G.6.9 – modified language G.9 #3 – modified language G.10.4 – modified language
BAFO	3/5/20	Title Page – modified category language G.1 – modified category language G.5 – modified language G.7 – removed deliverable language G.8.1 #1 – modified language G.8.2 #1 – modified language G.11.2 – modified language G.3.1, 7.8, 6.1.2 – corrected "Bidder Understands"... to add drop down(s).

G.1 OVERVIEW	7
G.1.1 BIDDER RESPONSE REQUIREMENTS	7
G.1.2 DESIGNATION OF REQUIREMENTS	7
G.1.3 PACIFIC TIME ZONE.....	8
G.2 CALNET PROGRAM REQUIREMENTS.....	8
G.2.1 CONTRACTOR RESPONSIBILITIES	8
G.2.1.1 Marketing Requirements.....	10
G.2.2 CONTRACTOR PROGRAM MANAGER RESPONSIBILITIES	10
G.2.2.1 Contract Program Management Performance.....	13
G.2.3 STAFFING AND RESOURCE REQUIREMENTS	17
G.2.4 CONTRACT BUSINESS RELATIONSHIPS	19
G.2.4.1 The State and the Contractor Business Relationships	19
G.2.4.2 Business Relationships with Other Telecommunications Providers.....	19
G.2.4.3 CPM as Single Point of Contact	20
G.2.4.4 CALNET Authorization to Customer Proprietary Network Information	20
G.2.5 PROVISIONING AND PLANNING	21
G.2.5.1 General Requirements	21
G.2.5.2 Planning	22
G.2.5.3 Design	22
G.2.5.4 Provisioning and Implementation	23
G.2.5.5 End-of-Life Provisioning Requirements	25
G.2.6 GENERAL TRAINING REQUIREMENTS.....	27
G.2.6.1 Contractor Provided Training	27
G.2.6.1.1 Customer/End-User Training	27
G.2.6.1.2 CALNET Program Staff Training	28
G.2.6.1.3 Detailed Technical Training.....	28
G.3 PROBLEM MANAGEMENT.....	28
G.3.1 CONTRACTOR SERVICE PERFORMANCE	29
G.3.2 CUSTOMER SERVICE CENTER	33
G.3.3 NETWORK OUTAGE RESPONSE.....	35
G.3.4 ESCALATION PROCESSES.....	37
G.3.4.1 CALNET CMO Escalation Process.....	37
G.3.4.2 Customer Escalation Process.....	38
G.3.5 TECHNICAL RESOURCES.....	39
G.4 DATA MANAGEMENT AND STANDARDIZATION	40
G.4.1 CUSTOMER NAMING CONVENTIONS	41
G.4.2 CALNET DATA GUIDELINES.....	41

G.4.3 DATA REPORTING REQUIREMENTS	41
G.4.4 DATA RETENTION	44
G.4.5 DATA ACCURACY AND ACCOUNTABILITY	44
G.4.6 SERVICE CATALOG DATA	45
G.4.6.1 Initial Service Catalog Data	45
G.4.6.2 Service Catalog Revisions Data	45
G.4.7 MANAGEMENT AND OVERSIGHT COMPLIANCE DATA.....	45
G.4.7.1 Inventory Data	46
G.4.7.2 Location Data	46
G.4.7.3 Services Billed by Charge Type Data.....	46
G.4.7.4 Summary of Expenditures by Service Report	47
G.5 USAGE BASED ROUNDING	47
G.6 BILLING AND INVOICING.....	47
G.6.1 BILLING AND INVOICING REQUIREMENTS	47
G.6.1.1 Invoice Content Requirements	50
G.6.1.2 Minimum Invoice Content Requirements.....	51
G.6.1.2.1 Content for Initial Invoice Page:.....	51
G.6.1.2.2 Content for Non-Recurring Charges	52
G.6.1.2.3 Content for Remittance Slip.....	52
G.6.1.2.4 Additional Required Invoice Content	53
G.6.2 INVOICE DELIVERY METHODS	54
G.6.2.1 Web-Based (Paperless) Invoicing Delivery Options	54
G.6.3 INVOICING SUPPORT	55
G.6.4 BILLING DISPUTES AND ADJUSTMENTS.....	57
G.6.5 BACK BILLING AND BILLING CREDITS.....	57
G.6.6 SYSTEMIC INVOICING ERRORS.....	58
G.6.7 SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS.....	58
G.6.7.1 Service Taxes, Fees, Surcharges and Surcredits Submission and Updates	59
G.6.8 INVOICING FRAUD	59
G.6.8.1 Fraud Detection and Monitoring Services	59
G.6.8.2 Fraud Notification	60
G.6.9 EXAMINATION AND AUDITS	60
G.7 STATE ASSOCIATED ADMINISTRATIVE FEE	61
G.8 CONTRACTED SERVICE PROJECT WORK	63
G.8.1 COORDINATED PROJECT WORK	64
G.8.1.1 Coordinated Project Minimum Reporting Requirements	66

G.8.2 MANAGED PROJECT WORK.....	66
G.9 INDIVIDUAL PRICING REDUCTIONS	70
G.9.1 INDIVIDUAL PRICING REDUCTIONS GENERAL PROVISIONS	70
G.9.2 STANDARD IPRs	72
G.9.3 DURATION IPRs.....	72
G.10 MANAGEMENT TOOLS AND REPORTS.....	74
G.10.1 CONTRACTOR’S CALNET PUBLIC WEBSITE	75
G.10.1.1 Contractor’s CALNET Public Website General Requirements	75
G.10.1.2 Contractor’s CALNET Public Website Functionality	75
G.10.2 PRIVATE OVERSIGHT WEBSITE.....	77
G.10.2.1 Private Oversight Website General Requirements	77
G.10.2.2 Private Oversight Website Functionality	77
G.10.3 WEBSITE MAINTENANCE.....	77
G.10.4 TROUBLE TICKET REPORTING TOOL.....	78
G.10.4.1 TTRT Minimum Information Requirements	80
G.10.4.2 TTRT Main Screen Functionality	81
G.10.5 SERVICE LEVEL AGREEMENT REPORTS.....	82
G.10.5.1 SLA Service Performance Report	83
G.10.5.1.1 SLA Performance Report Fields.....	84
G.10.5.2 SLA Provisioning Report	86
G.10.5.2.1 SLA Provisioning Report Fields	87
G.10.5.3 SLA Catastrophic Outage Report	88
G.10.5.3.1 SLA Catastrophic Outage Report Fields	89
G.10.5.4 Trouble Ticket and Provisioning/SLA Credit Report.....	91
G.10.5.4.1 SLA Credit Report Fields.....	92
G.11 CONVERSION	93
G.11.1 CONVERSION TYPES.....	94
G.11.1.1 Transition (Transition-In).....	94
G.11.1.2 Migration.....	95
G.11.1.3 Transfer between CALNET Category and/or Contract.....	96
G.11.1.4 Transition-In at no Cost	97
G.11.1.5 Migration-Out at no Cost	97
G.11.2 CONVERSION PLANS.....	97
G.11.2.2 Transition-In Plan.....	98
G.11.2.3 Transition-In Status Report	103
G.11.2.4 Migration-In Plan	103
G.11.2.5 Migration-Out Plan	105
G.11.2.6 Migration-Out Status Report	106

G.12 SERVICES TECHNICAL EVALUTION AND DEMONSTRATION PROCESS.....	106
G.13 SERVICE LEVEL AGREEMENTS	107
G.13.1 BIDDER RESPONSE TO SERVICE LEVEL AGREEMENTS	107
G.13.2 CALNET IFB C4DNCS19 SOW BUSINESS REQUIREMENTS SERVICE LEVEL AGREEMENTS	107
G.13.2.1 State Associated Administrative Fee Electronic Fund Transfer Accuracy and Interval.....	108
G.13.2.2 Invoicing Accuracy and Completeness	110
G.13.2.3 Report Timeliness and Accuracy (M-S).....	110
G.13.2.4 Tools, Reports and Plans Deliverables.....	111
G.13.2.5 Tool Availability (M-S).....	113

SOW BUSINESS REQUIREMENTS

FOR CATEGORIES 20, 23, 24 and 25

G.1 OVERVIEW

This Invitation for Bid (IFB) C4DNCS19 provides the State's solicitation for the SOW Business Requirements associated with the Data Network and Communications Services (DNCS) SOW Technical Requirements described in:

- Category 20, MPLS Data Network;
- Category 23, Metropolitan Area Network (MAN) Ethernet;
- Category 24, Flat Rate Internet Services; and
- Category 25, Sustained Bandwidth Internet Services;

The State's electronic Vendor Application of Qualifications (eVAQ) is an external process to this solicitation and all questions related to the eVAQ should be addressed to the Statewide Technology Procurement (STP) Procurement Official.

The CALNET DNCS Contract(s) that result from the award of this IFB will be managed on a day-to-day basis by the CALNET Program.

G.1.1 Bidder Response Requirements

Throughout this IFB, Bidders are required to acknowledge acceptance of the Requirements described herein by responding to one of the following:

1. Example A (for requirements that require confirmation that the Bidder understands and accepts the requirement):

"Bidder understands the Requirement and shall meet or exceed it? Choose an item." (Choices include Yes or No)

Or,

2. Example B (for responses that are only applicable to incumbent Bidders):

"Bidder understands the Requirement and shall meet or exceed it? Choose an item." (Choices include Yes, No or N/A)

G.1.2 Designation of Requirements

All SOW Business Requirements specified in this IFB are Mandatory and must be responded to as identified in this IFB, Part 1 – General Instructions, SOW Mandatory Business and Technical Requirements by the Bidder. Additionally,

some Mandatory Requirements are “Mandatory-Scorable” and are designated as “(M-S)”.

Costs associated with these SOW Business Requirements shall be included in the prices provided by the Bidder for the individual items included in the Cost Worksheets. Items not listed in the Cost Worksheets will not be billable by the Contractor.

G.1.3 Pacific Time Zone

Unless specific otherwise, all Requirements are stated in the Pacific Time Zone and Contractors shall use the Pacific Time Zone.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2 CALNET PROGRAM REQUIREMENTS

G.2.1 Contractor Responsibilities

The Contractor shall:

1. Comply with the Requirements defined in this IFB and subsequent Service Requests, including the business support and SOW Technical Requirements detailed herein.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Comply with the rules and regulations of the Federal Communications Commission and the California Public Utilities Commission as they pertain to the Services and Requirements of this IFB.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Comply with the terms and conditions of their respective Contract(s).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Ensure that Key Personnel as defined in Section G.2.3, Staffing and Resource Requirements are in place and resources are available for Contract Conversion and/or upon receipt of first Service Request for IFB Services, per the terms and conditions of the awarded Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Accept full responsibility for all Contract Requirements. This responsibility includes the conduct of the Contractor, their Subcontractors and Affiliates, in complying with the terms and conditions of the Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Unless otherwise specified in this IFB, all SOW Business Requirements shall be met and delivered by the Contractor regardless of whether the Subcontractors or Affiliates provide Services to Customers. Contractors shall provide all reports, tools, procedures and other Deliverables that incorporate all Subcontractor and Affiliate information and activity.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor, their Subcontractors and Affiliates shall provide Consultative Business Assistance to Customers in the planning, selection, application, and cost-effective use of Contract Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall comply with the State's policies for Requirements in provisioning Telecommunications Services as defined in the State's Telecommunications Management Manual (STMM), and CALNET DNCS User Instructions.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

All documents required to be submitted by the Contractor within the SOW Business Requirements shall be provided to the CALNET Program in an editable Microsoft (MS) Word 2013 (or higher) format unless stated otherwise in these SOW Business Requirements. Each submission shall include the specific Business Requirement Section number.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.1.1 Marketing Requirements

Neither the Contractor, Subcontractors nor Affiliates will express or imply any association with CALNET through their marketing nor shall they use the CALNET brand without prior written approval from the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Contract marketing activities shall represent and be limited to the Contractor's Category.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall not present or sell services that are NOT available on the Contract in a manner that implies to the Customer the Service will be made contractually available.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall not use the CALNET name, mark or logo, directly or indirectly in any press releases, public announcements or marketing campaigns without written approval from the CALNET Program.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The CALNET CMO reserves the right to request and review Contractor's CALNET marketing materials.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.2 Contractor Program Manager Responsibilities

The Contractor shall assign a Contractor Program Manager (CPM) that will be available to the State throughout the Contract Term. The CPM shall ensure compliance with the Contract Requirements. Responsibilities include, at a minimum:

1. Service as the CALNET Program's primary point of contact and ensure the Contractor is compliant with all terms and conditions of this IFB, including technical solutions, performs administrative functions, reporting, and Contract management functions.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Ensure the Contractor responds to the CALNET Program's verbal requests and/or directions regarding Contract and program oversight issues.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Respond through written communication within five Business Days to the CALNET CMO's written requests.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Act as a point of escalation for all Contract and program oversight issues for the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Attend regularly scheduled CALNET DNCS Executive Meetings and ad hoc meetings in order to address Contract compliance or Customer Service issues; the Contractor's remote attendance shall be at the CALNET CMO's discretion.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Ensure the Contractor does not market services that are not available on the Contract in a manner that implies to Customers the services are, or will become, contractually available under CALNET DNCS.

Bidder understands the Requirement and shall meet or exceed it?

7. Ensure the Contractor provides the CALNET CMO with written notice of regulatory changes that impact the Provisioning of Contract Services and/or the administration of the Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Ensure the Contractor complies with "Most Favored Nation" Status of the State per General Provisions - eVAQ, Section 78.

Bidder understands the Requirement and shall meet or exceed it?

9. Ensure the Contractor Staff are knowledgeable on products/Services and the terms and conditions of the Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Ensure each Customer has obtained a signed CALNET DNCS Delegation (when applicable) prior to the implementation of Services in accordance with STMM Chapter 3-502.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. Ensure Contract amendments receive required corporate approvals.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

12. Ensure the Contractor provides staff resources with skill levels to meet Contract Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

13. Ensure the Contractor is responsive to Service failures and provides Executive Summaries (Section G.3.3, Network Outage Response) for significant and Catastrophic Outages to the CALNET CMO within five Business Days of the CALNET CMO request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

14. Ensure notifications for significant service impacting events are disseminated in accordance with the Notification SLAs in the SOW Technical Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

15. Ensure the Contractor notifies the CALNET CMO within five Business Days of a change of status of the CPM.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

16. Be the point of contact to ensure that the resources necessary to support all of the contractual Requirements in this IFB are available throughout the Contract Term.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

17. Ensure the Contractor submits, maintains and resubmits all Contract documents in ADA format for the duration of the

Contract as set forth in Part 1 – General Instructions, including all amendments.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

18. Ensure that Contract documents altered for amendment(s) are submitted to the CALNET Program in the ADA format outlined in Part 1 – General Instructions.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

19. Ensure the Contractor submits, maintains and resubmits all Contract documents in Century Gothic, 12-point font for the duration of the Contract as set forth in Part 1 – General Instructions, or unless otherwise directed by the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

20. Ensure all required deliverable documents, as a result of the award of this IFB, are submitted in a concise manner and specifically address the topic(s) identified. Contractor shall refrain from including marketing materials and generalized statements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.2.1 Contract Program Management Performance

The purpose of General Provisions - eVAQ Section 63, Liquidated Damages, (including but not limited to performance deficiency charges) is to ensure the Contractor accountability and to improve performance of administrative, reporting, and Contract management functions when deficiencies are identified. Performance deficiency charges provided for herein are distinct from any Service Level Agreement (SLA's) charge provided elsewhere in this Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Beginning with the CALNET CMO and the CPM, the provisions of General Provisions – eVAQ Section 63, Liquidated Damages, will be exercised in resolving performance deficiency issues using the following sequence of actions:

1. The CALNET CMO shall notify the CPM of performance deficiency occurrence in writing.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. The CALNET CMO and CPM shall meet prior to invoicing the Contractor, at the State's discretion, to confer regarding the performance deficiency charges, the underlying failures or deficiencies in the Contractor's performance, and alternative remedies and/or cures.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The CALNET CMO shall set cure period, not to exceed 60 calendar days unless otherwise directed by the State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. If the Contractor continues to be noncompliant with the identified Contract performance deficiencies after the cure period set by the CALNET CMO, the State may invoice the Contractor for the Deficiency Charges detailed in Table G.2.2.1 (Deficiencies and Charges).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. The Contractor shall pay the invoice within 30 calendar days of receipt or notify the CALNET CMO within ten Business Days if it intends to dispute the invoice per General Provisions – eVAQ Section 54, Disputes.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. The Contractor shall provide all assistance and support reasonably necessary for the administration of such performance deficiency charges, including, the provision of additional documentation regarding Contractor's performance and payment of the deficiency charges.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. The Contractor may not earn back, with subsequent performance or otherwise, the amounts of any performance deficiency charge(s) that become due to the State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The CALNET CMO reserves the right to waive or diminish a deficiency charge globally or on a case-by-case basis per individual occurrence. The waiver or diminishment shall not reduce the applicability of the deficiency charges for future occurrences, and shall not abridge the rights of the State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Table G.2.2.1 below describes the deficiency and charges for the Contractor's performance. The table includes categories describing deficiencies in the performance of administrative, reporting, and relationship management functions.

Table G.2.2.1, Deficiencies and Charges

Line Item	Deficiency	Charges	Bidder Meets or Exceeds? Yes or No
1	CPM's failure to respond in writing within five Business Days to the CMO's written requests. (Section G.2.2, #3)	Up to \$1,000 per occurrence and \$250 per week thereafter until the Contractor's response is received	Choose an item.
2	The Contractor markets services to CALNET Customers that are not available on the Contract in a manner that implies to the Customer the services are or will become contractually available. (Section G.2.2, #6)	Up to \$1,000 per occurrence	Choose an item.

Line Item	Deficiency	Charges	Bidder Meets or Exceeds? Yes or No
3	The Contractor fails to comply with General Provisions - eVAQ, Section 78 ("Most Favored Nation" Status of the State). (Section G.2.2, #8)	Up to \$1,000 per Product Identifier/up to \$250 per week per identifier thereafter until the Contractor billing reflects MFN pricing.	Choose an item.
4	Contractor fails to submit an approved Individual Pricing Reduction Agreement (IPRA) to the CALNET Program within 30 calendar days of Contractor's signature. (Section G.9.1)	Up to \$1,000 per occurrence and \$250 per week thereafter until Contractor provides a copy of the approved IPRA to the CALNET Program	Choose an item.
5	The Contractor fails to validate Customer has a signed CALNET Delegation prior to the implementation of service required per the State Telecommunications Manual (STMM) Chapter 3-502.0. (Section G.2.2, #10)	Up to \$1,000 per occurrence and \$250 per week thereafter until the Contractor obtains approval.	Choose an item.
6	The Contractor fails to provide Executive Summaries of Network Outages within five Business Days of the CALNET CMO request. (Section G.2.2, #13)	Up to \$1,000 per occurrence.	Choose an item.

Line Item	Deficiency	Charges	Bidder Meets or Exceeds? Yes or No
7	The Contractor fails to notify CALNET CMO and authorized staff of significant service impacting event in accordance with Section G.3.3, Network Outage Response, #14)	Up to \$1,000 per occurrence.	Choose an item.
8	The Contractor fails to flag a Non-CALNET service and/or feature on a Customer invoice as identified in accordance with Section G.6.1, Billing and Invoicing Requirements, and Section G.4.3, Data Reporting Requirements	Up to \$100.00 for each Non-CALNET service and/or feature per month, per Customer invoice.	Choose an item.
9	The Contractor fails to submit and amend Contract document(s) in an ADA format (Section #17, #18, and #19) consistent with Part 1 – General Instructions, Section 3.1.3, Digital Accessibility.	Total cost for CDT to remediate CALNET documents(s). Amount shall not exceed \$100.00 per page.	Choose an item.

G.2.3 Staffing and Resource Requirements

The Contractor shall submit an organizational chart to the CALNET CMO within 30 calendar days of Contract Award. The organizational chart shall identify personnel that will be assigned to the Contract including title, area of responsibility, Contract Category, contact information (email and phone number), escalation chain/level (if applicable) and employee photographs.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Up to date organizational charts will be provided upon request from the CALNET CMO throughout the Contract Term.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The organizational chart shall include Key Personnel that will work with the CALNET CMO to include, at a minimum:

1. Executive Officers;
2. Contractor Program Manager (CPM);
3. Customer Service Center Manager – see Section G.3.2, Customer Service Center;
4. Transition/Migration Project Manager(s);
5. Technical Resources Manager(s) shall oversee the Contractor's technical resources as described in Section G.3.5, Technical Resources, responsible for providing support to CALNET CMO and Customers; and,
6. Subject Matter Experts (SMEs) or Project Managers for the following Contract functions:
7. Provisioning and Implementation;
8. Billing and Invoicing;
9. Administrative Fees;
10. Reporting;
11. Public and Private Websites;
12. Service Catalogs;
13. Trouble Ticket Reporting; and,
14. SLA's.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

15. The Contractor's Key Personnel shall meet and confer with the State on Contract related issues. The meetings shall take place in the greater Sacramento area at a location specified by the CALNET CMO. Remote attendance shall be allowed at the discretion of the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

16. Contractor shall ensure that resources are available to support all of the contractual Requirements noted in this IFB.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.4 Contract Business Relationships

The State anticipates IFB Contracts to support Telecommunications and network Services. The State anticipates Services across CALNET DNCS Categories will complement each other in service applications and require interoperability.

G.2.4.1 The State and the Contractor Business Relationships

The State is committed to working cooperatively with the Contractors to establish a positive working relationship and an environment that facilitates communication, cooperation, and collaboration between other Contractors and with the State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.4.2 Business Relationships with Other Telecommunications Providers

The Contractor(s) shall fully cooperate with the State and other Contractors as necessary to coordinate the performance of all Services under the CALNET Contracts, including participation in any advisory forum established by the State and the establishment of business processes that facilitate the orderly Transition and Migration, of Customers to CALNET Services and the implementation of any other ongoing provisioning support for said Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor(s) may subcontract with other Telecommunications providers for the Provisioning of specific Deliverables and Services in the Subcontractors' authorized facilities-based territories. This encourages the Telecommunications industry to work together in alliance arrangements to provide peer-to-peer Services on a fully retail basis for the delivery of CALNET DNCS Deliverables and Services as described in this IFB. Consistent

with the provisions of Federal and State law, the State expects carriers to transmit information on a retail-to-retail basis for the purposes of providing Deliverables and Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

For the purpose of managing the Contract as described in Section G.2.1, Contractor Responsibilities, the Contractor(s) will act as the agent of the Contractor's Subcontractors and Affiliates when dealing with the State on a daily basis.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall inform the CALNET CMO in writing of any agreements with Subcontractors or Affiliates that impact the performance of the Contract (See General Provisions - eVAQ, Section 85, Subcontractors).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Contractor shall not engage in co-branding with affiliates or other entities acquired after contract execution until such affiliates are added to the contract via amendment.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.4.3 CPM as Single Point of Contact

If a Contractor is awarded more than one IFB Category, the Contractor may be required by the CALNET CMO to provide a Single Point of Contact (SPOC) for each of the Contractor's IFB awarded Contracts.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.4.4 CALNET Authorization to Customer Proprietary Network Information

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

Information (CPNI) for purposes of administering this Contract. The Contractor shall provide access only to CALNET Program staff as authorized by the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.5 Provisioning and Planning

This section describes the support responsibilities of the Contractor for activities related to Customer acquisition of Telecommunications Services as defined in this IFB. The Contractor shall be responsible for the coordination and processing of all acquisitions for Services provided by Subcontractors and Affiliates.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.5.1 General Requirements

The Contractor shall:

1. Notify the CALNET CMO in writing within 24 hours of the Contractor's receipt of the first complete Service Request for CALNET DNCS Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Ensure Service Requests for Services subject to CALNET Delegations have a CALNET CMO approved delegation before accepting a Customer Service Request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Provide technical and business resources to the CALNET Program and to Customers for information on pricing, features, and feature interactions/restrictions. The Contractor's staff shall be available by telephone to participate in meetings to answer questions about contracted Services. The Contractor shall ensure that the Contractor's staff, including Subcontractors and Affiliates, are trained on Contract Services and are knowledgeable on Contract terms and conditions.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Accept Executive Branch State Agency Service Requests in accordance with procurement Requirements as defined in this IFB and STMM.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Provide to the CALNET Program a toll-free telephone number for Provisioning and status inquiries Monday through Friday, 8:00 a.m. to 5:00 p.m.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.5.2 Planning

The Contractor shall:

1. Perform planning coordination activities related to service implementation.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Review End-User Requirements to recommend the appropriate service and implementation plan for successful service delivery.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Perform site surveys, when necessary, to ensure End-User's location is capable of supporting the type of service/feature being considered.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.5.3 Design

The Contractor shall:

1. Analyze Service Requests and determine facility requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Review End-User Requirements to recommend the appropriate Service.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Determine network interconnection requirements of Service Requests.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Determine required network management applications and interface requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Develop and identify engineering, design and standards compliance issues that must be met for the Contractor to utilize the State and Customer assets.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Upon Customer request, provide the applicable electronic and hardcopy network or service delivery design and drawing.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Provide Customer an electronic and hardcopy proposal for Services identifying all components and costs in response to a Service Request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.5.4 Provisioning and Implementation

The Contractor shall:

1. Verify Customer's authority to order Services by verifying the information contained in the CALNET data management system for each Service Request for:
 - a. State Customers - identified as a Chief Agency Telecommunications Representative (CATR) or an Agency Telecommunications Representative (ATR).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- b. Non-State Customers - identified by a fully executed Authorization To Order (ATO).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Confirm the Customer has an approved CALNET Delegation from the CALNET Program for all Services requiring Delegation.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Acknowledge Service Requests receipt to Customer within one Business Day.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Process approved Service Requests (Form 20 and/or STD 65) and appropriate attachments (i.e. Scope of Work and/or list of CALNET DNCS line items).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Provide Customer with an order confirmation notification within five Business Days of receipt of a complete and accurate Service Request. Order confirmation notification shall include all activities associated with the receipt, logging, task identification, Due Date confirmation, scheduling, and completion notification of Customer Service Requests.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Identify if the Customer's Service Request qualifies as Contracted Service Project Work (Section G.8). If so, a Scope of Work shall be provided to the Customer within ten Business Days of receipt of Service Request in lieu of the order confirmation notification. The Contractor must include negotiated Due Dates for each individual service in the Scope of Work.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Perform a site inspection of Customer location prior to implementation of service to ensure there is an adequate environment for the new service as mutually agreed upon between the Customer and the Contractor if required for Service(s) ordered.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Prepare site preparation plans that specify requirements for space, power, air conditioning, humidity control, floor loading, dimensions, Equipment, and any other special requirements

necessary for the provision of service in a Customer location as mutually agreed upon between the Customer and the Contractor if necessary for service(s) ordered.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. Coordinate the Service installation with the Customer Contact. This includes scheduling, coordinating, and documenting meetings as appropriate.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Develop comprehensive implementation plans and schedules that minimize disruption of the current Customer's Telecommunications system.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. Prepare Service acceptance plans that specify requirements for functional testing, load testing, and cutover testing of the Contractor provided Services as mutually agreed upon by the Customer and the Contractor and as necessary for Service(s) ordered.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

12. Contractor shall only begin Billing and Invoicing for Services, when the Customer's Service is fully functional; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

13. Contractor shall not charge to disconnect a CALNET Service. Charges for Services shall cease on the Customer requested disconnect date. Notification of disconnect date will be provided to the Contractor at least five Business Days in advance of the disconnect date.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.5.5 End-of-Life Provisioning Requirements

1. No Equipment or Software, as part of the proposed solutions or services, may be proposed, specified, or initially deployed for a Customer if the manufacturer has announced that the Equipment

or Software has been manufacturer discontinued and that end of manufacturer support has occurred.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. All manufacturer's and Contractor's announcements regarding future Equipment or Software discontinuance, and end of the manufacturer's or the Contractor's support, shall be provided to the CALNET CMO within 30 calendar days of such announcements. The CALNET CMO may require that the same or equivalent announcements shall be provided to all affected Customers.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The Contractor may only propose, specify, or initially deploy Services, Equipment or Software that does not meet the Requirements above if:
 - a. The Contractor has proposed in writing to the CALNET CMO the Contractor's plan to provide adequate support.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- b. The Contractor has proposed in writing to the CALNET CMO a plan that identifies processes and procedures that mitigate loss of service in the event that the Services, Equipment or Software does not function or is not supported as required. If the proposed replacement provides any diminishment of ordered features or functionality, such diminishment and any applicable cost Adjustments or credits must be clearly stated in the plan.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. In responding to a Contractor's request, the CALNET CMO may require additional information. The determination of the adequacy of the Contractor's request, and the approval, disapproval or other response to the request shall be at the CALNET CMO's discretion. The Contractor shall not change any CALNET Services, Equipment, or Software until the CALNET CMO has provided approval in writing.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. The State has the option at any time to request from the Contractor supporting evidence of compliance with these End-of-Life Provisioning Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.6 General Training Requirements

The Contractor shall implement an effective program to provide orientation training and education to a broad range of Customers/End-Users and to the CALNET Program. This training is integral to Customer awareness, satisfaction, and efficient use of contracted Services and to the State's management of the Contract.

Costs for training in the IFB shall be included in the costs provided for Services and features described throughout this IFB.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.6.1 Contractor Provided Training

The Contractor shall provide training detailed below.

G.2.6.1.1 Customer/End-User Training

The Contractor shall provide Customer/End-User training for all contracted CALNET DNCS Services, SLAs, invoicing and Customer tools in one or more of the following formats:

1. In person, instructor led classroom training within 25 miles or less of Customers locations as mutually agreed upon between the Customer and the Contractor;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. "Web-based" instructor-led training; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. "Web-based" self-paced distance learning.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

When web-based training is used, the Contractor shall provide access to training course materials (i.e. outlines, curriculum, or exercises) through the Public Website.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.6.1.2 CALNET Program Staff Training

The Contractor shall provide CALNET Program staff training.

The method of delivery and location for the training shall be at the discretion of the CALNET CMO. The number of CALNET staff to be trained shall be no more than 30 over the life of the Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The CALNET program staff training shall include the following:

1. All training provided to the Customer/End-Users shall also be provided to the CALNET Program staff;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Introduction to the Private Oversight Website (Section G.10.2);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Initial and ad-hoc training for oversight tools, reports, and invoicing processes;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.2.6.1.3 Detailed Technical Training

The Contractor shall provide detailed Technical Training for proposed, new, or replacement services to the CALNET technical staff throughout the Contract Term.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.3 PROBLEM MANAGEMENT

The CALNET Program maintains a Contractor oversight function involving Provisioning and ongoing network Service delivery. The CALNET Program requires access to the Contractor provided tools through web based applications to

process network trouble tickets and the Contractor's corrective action. The CALNET Program's role in performing Contractor oversight can be invoked by the escalation process, Customer request, Contractor request, or as a result of service and process monitoring.

In support of this area, the Contractor shall provide communication and coordination beyond the normal trouble reporting and initial Service Request submittal processes.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.3.1 Contractor Service Performance

1. Provisions of this subsection begin upon State acceptance of the Services provided under this Contract and continue through the Term.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Unless otherwise specified by the State in this Contract, the Services shall be available 24x7, as further described in this Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The Contractor warrants to the State that (i) Service and Service Deliverables furnished hereunder will conform in all material respects to the Requirements of this Contract, and (ii) the Service and Service Deliverables furnished will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a detailed design document) and incorporated the same or equivalent in the Statement of Work or the Customer's Scope of Work directly or by reference, the Contractor will warrant that its Service and Service Deliverables furnished will conform in all material respects to the mutually agreed design specifications. The State's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. The Contractor warrants that the Service and Service Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e., computer viruses, worms, trap doors, time

bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any United States patent, copyright, trade mark, trade secret, or other proprietary right ("Intellectual Property Right") of a third party. Without limiting the generality of the foregoing, if harmful code is present in any Service and Service Deliverable, the Contractor will use all commercially reasonable efforts, at no additional charge to the State, to eliminate and reduce the effects of such harmful code, including restoration of any lost data using generally accepted data restoration methods.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. The Contractor warrants that the Services shall be performed, and all Services, Deliverables and other materials prepared and delivered, in a timely, professional, efficient, diligent and workman-like manner, in accordance with the professional standards and practices of quality and integrity in the industry, by qualified personnel fully familiar with the technology and methodologies used in performing the Service and Service Deliverables.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. The Contractor represents and warrants that, as of the effective date of product/Service acceptance, there is no outstanding or reasonably anticipated civil or criminal litigation, arbitrated matter, or other dispute, in any forum, to which the Contractor or any of its Affiliates is a party that, if decided unfavorably to the Contractor or its Affiliates, would reasonably be expected to preclude the Contractor from entering into this Contract or have a material adverse effect on the Contractor's ability to fulfill its obligations hereunder.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. To the extent that the services, systems, items, and other resources of the State and its other third party service providers with which they will interoperate are compatible with the standards that the State has specified for each Service and Service Category, as set forth in the SOW Technical Requirements, the Contractor represents and warrants (i) all Equipment, networks, Software and other resources utilized or provided by the Contractor in

connection with the Services and Service Deliverables shall be successfully interfaced with, and shall be compatible with, the industry standard services, systems, items, and other resources of the State and its other third party service providers with which they will interoperate and (ii) none of the Services, or Service Deliverables or other items provided to the State by the Contractor shall be adversely affected by, or shall adversely affect, the industry standard state resources or any Services provided by any such third party service providers, in any material respect, whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times, or otherwise.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. The Contractor represents and warrants that: (i) it has conducted a full and complete analysis of the State's Requirements as specified in this IFB Contract; (ii) it has performed sufficient due diligence investigations regarding the scope and substance of the Services and the Service Deliverables; (iii) it has received sufficient answers to all questions that it has presented to the State regarding the scope and substance of the Services and the industry standard Deliverables as well as the workings, capabilities, procedures, and capacities of the State's industry standard networks, Equipment, hardware, and Software associated with the provision of the Services and Service Deliverables; and (iv) it is capable in all respects of providing the Services and Deliverables in accordance with this Contract. The Contractor hereby waives and releases any and all claims that it now has or hereafter may have against the State based upon any inaccuracy or incompleteness of the information it has received with regard to the scope and substance of the Services and the Service Deliverables, except where such information was willfully withheld or intentionally misrepresented by the State and where such claims are permitted under California law. Further, the Contractor covenants that it shall not seek any judicial rescission, cancellation, termination, reformation, or modification of this Contract or any provision hereof, nor any adjustment in the charges to be paid for the Service Deliverables or Services, based upon any such inaccuracy or incompleteness of information except where such information was willfully withheld or intentionally misrepresented by the State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. The Contractor represents and warrants that the Contractor, at the Contractor's expense, shall (and shall cause all of its Subcontractors to) maintain all Equipment, systems, networks, and Software operated or used in performance of its obligations hereunder so that they operate in accordance with the service levels and their respective specifications, including: (i) maintaining such items in good operating condition, subject to normal wear and tear, (ii) performing repairs and preventative maintenance in a timely manner and in accordance with the manufacturer's recommendations and requirements; and (iii) performing Software maintenance in accordance with the applicable Software supplier's recommendations and requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. For any breach of the Contractor's commitments provided in this section, the State's remedy and the Contractor's obligation, shall include:
 - a. Re-performance, repair, or replacement of the nonconforming Service Deliverable (including without limitation an infringing Service Deliverable) or Service; or

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- b. Should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Service Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or Services of equivalent capability, function, and performance. The payment obligation in this subsection 10.b will not exceed the limits on the Contractor's liability set forth in the General Provisions – eVAQ, Section 30, Limitation of Liability; or

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- c. The rights and remedies provided by the SLA's in the SOW.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.3.2 Customer Service Center

The Contractor shall provide a Customer Service Center focused on Customer support, trouble resolution and documentation of all CALNET Service issues.

The Contractor shall provide the following Requirements:

1. The Customer Service Center shall facilitate timely responses to Customer reported Service issues for all CALNET DNCS Services identified in this IFB and/or escalation of any previously reported problems;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. The Contractor shall provide Customers with status on trouble resolution and the causes of network or individual Customer Service outages.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The Contractor shall provide a toll-free number as a single point of contact to respond as defined herein to trouble tickets for CALNET DNCS Services identified in this IFB. Eighty percent of the Customer calls shall be answered by an automated system or live operator within four rings. The Contractor's live technical resource shall begin collecting information from the Customer within five minutes of the Contractor's initial answering of the call or the Customer opening of an on-line ticket in accordance with Section G.10.4, Trouble Ticket Reporting Tool. The Contractor shall meet this requirement 24x7.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. The Contractor Customer Service Center personnel shall open, monitor and update trouble tickets for CALNET DNCS Services using the Trouble Ticket Reporting Tool.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Trouble ticket lifecycle management shall include both the initial Customer trouble reporting date and time, and the Contractor's response to the Customer (date and time) shall be documented in the Contractor's Trouble Ticket.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. The Contractor shall acknowledge receipt of trouble ticket and begin resolving the Customer's service issue within 30 minutes of trouble ticket submission from Customer. For SLAs based on Outage Duration the duration shall begin upon the opening of a Trouble Ticket.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. The Contractor shall update the trouble ticket with status changes, and at least once every eight hours, and as soon as service is restored.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. The Contractor's CALNET DNCS Customer Trouble Ticket Reporting Tool and trouble ticket content shall be accessible by the CALNET Program and Customers 24x7 via a web enabled application.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. The Contractor shall provide notification to the CALNET CMO within 60 minutes for significant and catastrophic events and status every 60 minutes per Section G.3.3. Network Outage Response.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. The Contractor shall provide support procedures for natural disaster events.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. The Contractor's CALNET DNCS Customer Service Center shall be located within the United States or U.S. Territories.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

12. The Contractor shall provide the CALNET Program with a Customer Service Center management resource available to respond to CALNET Program inquiries regarding CALNET DNCS service outage issues. The Customer Service Center Manager contact shall possess decision making authority required to address Service and

Contract compliance issues. The contact information provided shall include:

- a. Title;
- b. Job Description; and,
- c. Contact information.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide the CALNET CMO with detailed "Customer Service Center Trouble Reporting Processes and Procedures" that include Requirements one through eight of this section. The Contractor shall provide the processes and procedures to the CALNET CMO within 60 calendar days of receipt of the Contractor's first IFB Service Request, or prior to the commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The Contractor shall submit a single "Customer Service Center Trouble Reporting Processes and Procedures" to be used for all Categories awarded to the Contractor as a result of this IFB. The Customer Service Center Trouble Reporting Process and Procedures require CALNET CMO approval.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.3.3 Network Outage Response

In the event of a significant or Catastrophic Network Outage, the Contractor shall keep the CALNET CMO and designated Key Stakeholders informed. The Contractor shall:

1. Provide a mutually agreed upon method of notification to the CALNET CMO and designated Key Stakeholders 24x7 via voicemail, email, or text message.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Notify the CALNET CMO and designated Key Stakeholders of an initial outage within 60 minutes of known failure and provide follow-up status at least every 60 minutes or more frequently when pertinent information becomes available, until resolution and final notification.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Take direction from the CALNET CMO to define a significant outage and establish criteria and conditions when notifications should be disseminated.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Provide the following information with each notification:
 - a. Outage description;
 - b. Time and date;
 - c. Location (street/city/central office), when applicable and available;
 - d. Type of service;
 - e. Any known public safety issues or community isolations;
 - f. Estimated time of arrival;
 - g. Estimated time of Restoral;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- h. Quantity of CALNET DNCS sites impacted;
- i. Identify which CALNET DNCS Customers (State and local Entities) impacted;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- j. Root cause (when available);
- k. Restoral measures; and,
- l. Time and date of Restoral.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Provide a CALNET Service Outage Summary to the CALNET Program within five Business Days of a request by the CALNET Program. Information for this summary shall include:
6. High-level event summary;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Service Types affected;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Number and location of sites impacted;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. Customers Entities (local and State) impacted;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Timeline of events;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. Explain outage cause; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

12. Mitigation plan.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide a detailed description of its "Network Outage Notification Process and Procedures" document in MS Word 2013 or higher format within 60 calendar days of receipt of the Contractor's first IFB Service Request, or prior to the Contractor's commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The Contractor shall submit a single "Network Outage Notification Processes and Procedures" to be used for all Categories awarded to the Contractor as a result of this IFB. The "Network Outage Notification Process and Procedures" require CALNET CMO approval.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.3.4 Escalation Processes

G.3.4.1 CALNET CMO Escalation Process

The Contractor shall provide a CALNET CMO Escalation Process to be used for all Categories awarded to the Contractor as a result of this IFB within 60 calendar days of receipt of the Contractor's first IFB Service Request, or prior to the Contractor's commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The CALNET CMO Escalation

Process requires CALNET CMO approval. The CALNET CMO Escalation Process shall include the detailed process for escalating issues within the Contractor's organization. The CALNET CMO reserves the right to require changes to the Escalation Process prior to approval.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The CALNET CMO Escalation Process shall:

1. Include the Contractor's escalation hierarchy list which includes the contact information for the responsible individuals including title/responsibility, office number, cell number and email address who will be available 24x7 to resolve all escalation issues for the following types of issues:
 - a. Global Contract issues;
 - b. Service failures; and,
 - c. Specific Customer issues within the Contractor's organization.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Provide an escalation list that includes at least three levels above the Customer escalation;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Remain posted on the Private Oversight Website (Section G.10.2) throughout the Contract Term; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Keep the posted CALNET CMO Escalation Process information current throughout the Contract Term.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.3.4.2 Customer Escalation Process

The Contractor shall provide a Customer Escalation Process to the CALNET CMO to be used for all Categories awarded to the Contractor as a result of this IFB within 60 calendar days of receipt of the Contractor's first IFB Service Request, or prior to the Contractor's commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The Customer

Escalation Process requires CALNET CMO approval. The Customer Escalation Process shall include the Customer process for escalating issues within the Contractor's organization. The CALNET CMO reserves the right to require changes to the Escalation Process prior to approval.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Customer Escalation Process shall:

1. Include the Contractor's escalation hierarchy list which includes the contact information for the responsible individuals including title/responsibility, office number, cell number and email address who will be available 24x7 to resolve Customer escalation issues.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. The Contractors shall provide a minimum of three levels of escalation;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Remain posted on the Contractor's CALNET Public Website (Section G.10.1) throughout the Contract Term; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. The Contractor shall keep the Customer Escalation Process for Customer's information current throughout the Contract Term.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.3.5 Technical Resources

The Contractor shall provide technical resources in sufficient quantity to support the CALNET DNCS contracted Services, as mutually agreed to by the Contractor and the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor's technical resources assigned to provide support to both the CALNET Program and the CALNET DNCS Customers shall possess a thorough knowledge of the following:

1. The Contractor's network design;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Network trends;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. CALNET DNCS Services;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Root causes of network failures;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Network monitoring tools;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Industry trends;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Capacity planning; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Network security.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

In addition, the technical resources shall understand the California Department of Technology's objectives and possess experience to support the Business and Technical Requirements of the End-Users.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4 DATA MANAGEMENT AND STANDARDIZATION

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.1 Customer Naming Conventions

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The CALNET Program will notify the Contractor when updates are made to the Customer Names and Customer Codes. The Contractor shall implement the changes within 30 calendar days of the CALNET Program notification.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.2 CALNET Data Guidelines

The Contractor shall utilize the CALNET prescribed data standards, formats and guidelines presented and defined in the CALNET Data Guidelines when providing reports.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The CALNET CMO reserves the right to make modifications or additions to the CALNET Data Guidelines to accommodate the State's reporting needs. Modifications to the CALNET Data Guidelines will be provided no more than annually.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.3 Data Reporting Requirements

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

1. The Contractor shall provide data that allows the State to perform the following oversight functions.
2. Identification and Validation of products/Services and rates;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Compilation of statistics on products/Services from a high level to a detailed level;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Development of inventory and expenditure reports;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Development of products/Services trend reports;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Identification and Validation of the Contractor's Customer billing (to include all charges, service taxes, surcharges, and surcredits, refunds, and Adjustments);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Identification and validation of the State Associated Administrative Fee; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Validation of Service Level Agreement Compliance.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. The Contractor shall provide ad hoc reports as requested by the CALNET CMO at no cost. The Contractor shall acknowledge receipt of ad hoc requests within two Business Days to determine the agreed upon time frame(s) for report submission.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. The Contractor shall provide monthly Management and Oversight Compliance Data to the State within 60 calendar days of the end of each reporting period unless otherwise defined.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. The Contractor shall provide reports to the CALNET Program even when there is no activity for the reporting period.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

12. The Contractor shall ensure Management and Oversight Compliance Data includes all Services provided under this Contract relative to that reporting period.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

13. Data on all Management and Oversight Compliance Data shall include data from Subcontractors and Affiliates relative to that reporting period.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

14. The Contractor shall identify non-contracted items on Management and Oversight Compliance Data by flagging the "CALNET Flag" column (field) as "N" for those reports that contain the "CALNET Flag" field.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

15. The Contractor shall provide a unique Catalog ID for each product line item in Service Catalog Data that shall not be duplicated across the Contractor's Categories and shall follow the defined format provided within the CALNET Data Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

16. The Contractor shall update Service Catalog Data and Management and Oversight Compliance Data at the request and approval of the CALNET CMO, to align with any changes made to the application of charges on CALNET contracted services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

17. The Contractor shall proactively correct and resubmit all inaccurate and/or incomplete reports to the CALNET Program within 30 days of notification to ensure compliance with reporting requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

18. The Contractor shall provide reports in MS Excel or MS Access format (version 2013 or newer) as defined by the CALNET CMO at the time of the request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

19. The CALNET CMO shall approve all data formats. The Contractor shall not modify the data fields, format, or headings without prior written consent from the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.4 Data Retention

All CALNET data and reports shall be retained and maintained by the Contractor in a secure environment in accordance with NIST SP 800-53, ISO/IEC 27001 for the periods identified in the General Provisions - eVAQ, Section 51, Examination and Audit.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.5 Data Accuracy and Accountability

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

The Contractor shall provide accurate and complete data to the CALNET Program:

1. Published Service Catalogs and Service Catalog Data;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Customer Invoices;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Management and Oversight Compliance Data; and

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Ad-hoc data and reports requested by the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.6 Service Catalog Data

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.6.1 Initial Service Catalog Data

The Contractor shall provide their Initial Service Catalog Data within 30 calendar days of Contract Award. This Initial Service Catalog Data shall include all Services and products along with descriptions and pricing. The Contractor shall provide Initial Service Catalog Data in two files as defined in the Data Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.6.2 Service Catalog Revisions Data

The Contractor shall provide a reporting of any revisions made to their Service Catalogs within 30 calendar days of the effective date of any approved amendment and/or CALNET CMO approved change of the published catalog. These Service Catalog files shall be the identical format for the initial Service Catalog text files and contain the complete catalog information including any additions, change, or deletions to service or product information. This Service Catalog data shall replace existing Service Catalog data in the CALNET data management system and reflect the most current, approved, and published Service Catalog information. Service Catalog Revision Data shall follow the reporting data specifications defined in the CALNET Data Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.7 Management and Oversight Compliance Data

The Contractor shall provide the following data files and/or reports to the CALNET Program as detailed in the CALNET Data Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.7.1 Inventory Data

The Contractor shall provide an Inventory Data file of all CALNET DNCS inventory to the CALNET Program as requested (not to exceed once per quarter per calendar year). This data file shall include each Customer's contracted Services and features including zero dollar items (those that are not billed) and provide current quantities. The data file shall represent a snapshot of the Contractor's total inventory on the last day of the reported service month.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Inventory Data file shall follow the reporting data specifications as defined in the CALNET Data Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.7.2 Location Data

The Contractor shall provide a Location Data file to the CALNET Program as requested (not to exceed once per quarter per calendar year). This data shall include location information for those services that have physical addresses and are active on the last day of the reported Service Month.

The Location Data shall follow the data specifications as defined in the CALNET Data Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.7.3 Services Billed by Charge Type Data

The Contractor shall provide billing information for all CALNET Services to the CALNET Program. The Services Billed by Charge Type compliance data file shall provide monthly billing detail for all Product IDs, including services and features, for the reported service month.

The Services Billed by Charge Type Data file shall follow the reporting data specifications as defined in the CALNET Data Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.4.7.4 Summary of Expenditures by Service Report

The Summary Expenditures by Service compliance data file is a high-level summary of the total charges by service type. This quarterly report shall contain three service months. The Text File shall provide a list of all CALNET Service Types and populate the applicable charge totals broken down by Customer for the reported service month.

The Summary of Expenditures by Service report shall follow the data specifications as defined in the CALNET Data Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.5 USAGE BASED ROUNDING

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6 BILLING AND INVOICING

G.6.1 Billing and Invoicing Requirements

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide a unique Product Identifier for each Service and Feature Name to appear on Customer invoices as identified in Catalog A. Product Identifiers will be mapped to the unique Catalog Identifiers (see Section G.4, Data Management and Standardization). Catalog Identifiers shall not be duplicated within the same Category.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Any duplicate Product Identifiers appearing in the Bidder's IFB response shall provide the exact same Service, feature, and functionality at the same cost

with the same limitations, including Monthly Recurring Charge (MRC), Non-Recurring Charge (NRC), and Change Charges.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall:

1. Maintain a secure password protected web-based Billing and Invoicing application which delivers integrated monthly invoices to Customers including Services provided by the Contractor, its Subcontractors and Affiliates, in accordance with NIST SP 800-63 Digital Identity Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Allow the CALNET Program access to Customer accounts with the ability to view and analyze Billing and Invoicing information through the web-based Billing and Invoicing application, including account history.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Provide within the Billing and Invoicing application the ability to download/export data into an MS Excel 2013 or higher document, or provide a MS Excel 2013 on-line file accessible to the Customer upon bill release.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Bill all features of a contracted Service onto one invoice, appearing under one Billing Telephone Number (BTN)/Circuit

ID/Working Telephone Number (WTN) or Service Location within one Billing Account Number (BAN).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Generate monthly invoices to Customers that are accurate and provide sufficient data for the Customer to validate and reconcile in a timely manner.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Distribute invoice(s) to authorized Customer within 15 Business Days of the end of the monthly billing cycle.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Utilize Customer Naming Conventions described in Section G.4.1.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Allow new fields to be added as mutually agreed by the Contractor and State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. Initiate billing once Services and/or features are fully functional. Identifying the Service Request number in all applicable sections of the initial invoice or subsequent associated invoices as described in Section G.2.5.4, Provisioning and Implementation.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Not bill for any portion of an unbundled service until all components of the service are fully functional as described in Section G.2.5.4, Provisioning and Implementation.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. Invoice all per minute usage-based Services for the first minute in whole and in six second increments or less thereafter.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

12. Ensure necessary invoice modifications occur no more than 30 calendar days following Contract amendment signature.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

13. Post and identify Adjustments on invoices (i.e., credits, debits, SLAs) and provide applicable cross referencing information (e.g., Trouble Ticket number) and/or Product Identifier.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

14. Identify late payment charges on the invoice and upon request, provide proof that the late payment charge is valid.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

15. Provide the URL for the Billing and Invoicing application to the CALNET Program and post link to the Contractor's CALNET Public Website (Section G.10.1) within 60 calendar days of Contract Award.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

16. Not bill for, and the Customer shall not be responsible for, Usage Charges that are a result of the failure of the Contractor's system to disconnect after a caller hangs up, as applicable.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

17. Invoice in arrears. The State is only authorized to pay for Services that have been rendered as stated in SAM 8422.1.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

18. Flag or identify non-CALNET contracted charges on the Customer web-based and/or paper invoice.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.1.1 Invoice Content Requirements

Invoice content will vary depending on the type of Service. Invoices shall include data as defined below for a Customer to validate charges and for the invoice to pass an audit. The Contractor shall provide additional invoicing fields as requested by the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.1.2 Minimum Invoice Content Requirements.

G.6.1.2.1 Content for Initial Invoice Page:

1. Billing Account Number (BAN) or equivalent;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Contract Number(s)(and/or on the remittance slip, see G.6.1.2.3) ;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Invoice Number;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Invoice Date;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Current Charges;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Previous Charges – the amount reflecting any unpaid charges from previous invoice(s) that has been carried forward;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Total Amount Due;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Payment(s);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. Adjustments; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Toll-Free Support Line

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.1.2.2 Content for Non-Recurring Charges

1. Install Date;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Service Request Number or equivalent; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Service Installation Address.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.1.2.3 Content for Remittance Slip

1. The Contractor Name;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Remittance Address;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Contract Number (and/or on the invoice, see G.6.1.2.1);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Invoice Number;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Invoice Date;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Current Charges;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Total Amount Due; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Payment Due Date.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.1.2.4 Additional Required Invoice Content

1. BTN, Circuit ID, WTN or equivalent;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Product ID;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Feature Name;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Quantity;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Billing Period – The billing cycle for which the MRC applies;

Bidder understands the Requirement and shall meet or exceed it? Choose an item..

6. Charge – the MRC for each unique Product ID;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Usage Charge – to include Call Detail Record if applicable;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Adjustments;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. Itemized Taxes, Fees and Surcharges – provided at the BTN, WTN, circuit (or equivalent) level; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Service Locations.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.2 Invoice Delivery Methods

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

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Paper – double sided print required.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall issue a Remittance Slip free of charge, via web-based or paper, to accompany the Customer's invoice for payment processing.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor may provide other means of electronic data at no additional cost to the State or Customers, when mutually agreed upon.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.2.1 Web-Based (Paperless) Invoicing Delivery Options

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

1. Complete turn off of all paper with the Customer printing invoices, invoicing detail and Remittance Slip online through the Contractor's web-based application or by the Customer contacting the Contractor's Customer Representative.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall:

1. Provide complete instructions for Web-based Paperless Invoicing Delivery Options to the CALNET CMO within 60 calendar days of Contract Award and to Customers prior to implementation.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Establish a monthly invoice email notification, which is delivered to the Customers identified email addresses.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Include URL or access link on the email notification directing Customers to their online invoice for viewing and printing.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Provide the ability for an authorized Customer to identify additional employees email addresses, allowing multiple notifications for a single BAN.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Waive late payment charges if related to delivery failure of the Paperless Invoicing Delivery Options.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Web-based Paperless Invoicing Delivery Options will not change the required Invoice Delivery Methods in Section G.6.2 and are not in effect or to be implemented unless specifically requested by the Customer.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.3 Invoicing Support

The Contractor shall provide to Customers:

1. Invoice Support to Customers. Problem resolution or status update must be provided within 24 hours of initial notification.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. A toll-free support telephone number as a single point of contact.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Investigation and resolution of systemic invoicing errors when they are identified.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Staff resources with the necessary skill levels to support invoicing Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Invoice support from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Invoice support from location(s) within the United States or U.S. Territories.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide to the CALNET CMO:

1. A designated contact for Billing and Invoicing to support the Billing and Invoicing Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. A designated escalation manager, at least one level higher than designated contact for Billing and Invoicing, to support the Billing and Invoicing Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Written notification to the CALNET CMO for any variations (e.g. temporary Product Identifiers, tax errors, incorrect billing of Product Identifiers, fraudulent activity) that may affect the Customer's invoices. Notification shall be provided through email within five Business Days from identification.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.4 Billing Disputes and Adjustments

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

In the event a dispute between the Contractor and the Customer cannot be resolved, the processes described in the General Provisions - eVAQ Sections 64, Set-Off Rights, and 54, Disputes shall prevail.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.5 Back Billing and Billing Credits

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide Customer billing credits for up to three years from the time of invoice billing date for any invoicing errors requiring a credit adjustment. The Contractor shall issue credit adjustment within 30 – 60 calendar days of CALNET CMO or Customer notification.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.6 Systemic Invoicing Errors

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.7 Service Taxes, Fees, Surcharges, and Surcredits

Taxes, surcharges, and surcredits should be assessed on the Contract price (Catalog A pricing) excluding the administrative fees. Administrative fees, taxes, and surcharges that are remitted to the government and not retained by the vendor are excluded from the vendor's gross revenues. Therefore, no taxes may be assessed on the administrative fees. Additionally, there is no support for taxes on installation fees. While revenues from installation fees need to be reported, these are purely labor costs that cannot be taxed.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall respond to the CALNET Program within 15 Business Days upon request to inquiries associated with service taxes, fees, surcharges and surcredits.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide CALNET with valid exemption certificate(s) to complete on behalf of the State as identified in General Provisions - eVAQ Section 41, Service Taxes, Fees, Surcharges, and Surcredits, within 30 calendar days of Contract Award.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.7.1 Service Taxes, Fees, Surcharges and Surcredits Submission and Updates

The Contractor shall submit all applicable Exhibit 9s to the CALNET CMO no later than 30 calendar days after Contract Award. Additionally, the Contractor shall submit additional Exhibit 9s to the CALNET CMO within 30 calendar days after the release or notification of any new law, resolution or order that imposes or allows any new service tax, fee, surcharge and surcredit that the Contractor intends to recover from the Customers, in accordance with General Provisions - eVAQ, Section 41, Service Taxes, Fees, Surcharges and Surcredits.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.8 Invoicing Fraud

The Contractor shall perform fraud detection, monitoring and prevention services that are consistent with industry common "best" practices on a 24x7 basis to reduce the State's vulnerability to fraudulent activities.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

For the purpose of this Contract, fraud is considered the theft of Services for deliberate misuse of voice or data networks by perpetrators whose intention is to secure an unfair or unlawful gain. CALNET Customers will not be responsible for costs of services associated with the failure of a Contractor to secure their network.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

If the Contractor detects fraudulent activities, the Contractor shall block service or implement other safeguards to mitigate fraudulent activity but shall not disconnect service without approval by the Customer.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.8.1 Fraud Detection and Monitoring Services

Bidders shall notify the CALNET Program of fraudulent activities identified or reported pertaining to the Services described in the SOW Technical Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.8.2 Fraud Notification

In the event of suspected or real fraud violations, the Contractor shall notify and keep informed the CALNET Program and each Customer that is affected.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall notify the CALNET Program and each Customer that is affected of suspected or real fraud violations within 24 hours of when such determination is made and when additional pertinent information becomes available.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.6.9 Examination and Audits

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide billing records within 30 calendar days of receipt of request from the CALNET Program. Refer to General Provisions - eVAQ Section 51, Examination and Audit for additional Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.7 STATE ASSOCIATED ADMINISTRATIVE FEE

The Contractor shall, on behalf of the CALNET Contract, bill and collect the State Associated Administrative Fee (SAAF) from Customers on a monthly basis throughout the life of the Contract excluding taxes and freight. The total SAAF collected for each month shall be remitted to the California Department of Technology no later than the last Business day of the following month. Prices shall reflect State Contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The SAAF is determined by the CALNET CMO for all Services, Equipment, products or features ordered under this Contract. The CALNET CMO may consider applying percentages and/or flat rates (or a combination thereof) to Services as alternative methods with the final determination made by CALNET CMO. Refer to General Provisions – eVAQ Section 71, Administrative Fee, for additional Requirements.

1. The Contractor shall apply the SAAF Fee rate to all of the Contractor's Services as a surcharge that shall appear on Customers invoice in the itemized taxes, fees and surcharges section.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. The Administrative Fee shall be identified as SAAF.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The Contractor shall calculate SAAF from the Contractor's Catalog A pricing. Service taxes, fees, surcharges, and surcredits shall not be imposed in the SAAF.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. The SAAF rate may change during the period of performance of this Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. The CALNET CMO will provide the Contractor with notice of any changes to the SAAF rate at least 30 days prior to the effective date of the new rate.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. The Contractor shall round billing in accordance with Section G.5, Usage Based Rounding to substantiate the SAAF.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. The Contractor shall remit an Electronic Fund Transfer (EFT) as payment to the California Department of Technology based on the SAAF billed to Customers.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. The Contractor shall provide an SAAF notification of remittance to the CALNET Program via email or other electronic means as directed by CALNET CMO. Notification shall include the following:

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- a. Contract Number;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- b. Category;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- c. Contractor Name;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- d. Date of remittance;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- e. Amount of SAAF;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- f. Service Month;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- g. Total expenditures; and

Bidder understands the Requirement and shall meet or exceed it? **Choose an item.**

h. Total amount of SAAF.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Adjustments to SAAF monies shall be included and documented as an Adjustment on subsequent reports including those identified in Section G.4, Data Management and Standardization.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.8 CONTRACTED SERVICE PROJECT WORK

Contracted Service Project Work is defined as either Coordinated or Managed as described in the remainder of this section.

A Customer project may consist of multiple Service Requests. The Contractor must consider all Service Requests associated with a single project when determining if the project is Coordinated or Managed.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

In the event the Customer is not in agreement with the Contractor and unable to determine if the Service Request qualifies as a Coordinated or Managed Project, the Contractor shall contact the CALNET CMO for assessment and ultimate determination.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide Contracted Service Project Work ad-hoc reports within 15 calendar days of CALNET CMO request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.8.1 Coordinated Project Work

Coordinated Projects are initiated in situations where Provisioning and implementation of Service(s) exceed the Requirements for the routine Provisioning service intervals described in the SOW Technical Requirements Provisioning SLAs. Coordinated Project Work will require the Contractor to provide a Scope of Work and tracking documentation but does not require the Contractor to assign a Project Manager.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Coordinated Projects include Service Requests for a Customer's single or multiple site locations that include any of the following conditions:

1. Voice installations between 48 and 120 lines (for Categories containing voice services);
2. Data Services between ten and twenty circuits or UNI's; and,
3. Where Services require a level of complexity for planning and implementation.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Upon determination that the Coordinated Project is required, the Contractor shall:

1. Respond to the Customer to discuss and/or obtain additional preliminary information regarding the project within one Business Day after receipt of the Customer approved Service Request (Section G.2.5.4, Provisioning and Implementation);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Meet with the Customer to discuss the project scope and detail within five Business Days of receipt of the Customer approved Service Request; and

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Provide a project "Scope of Work" to the Customer no more than ten Business Days following receipt of Customer's approved Service Request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. The Scope of Work shall include:
5. General project summary;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Definition of each project task(s);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Project schedule of tasks with negotiated individual service(s) start and completion dates. The Provisioning Service Level Agreement applies to the individual service, negotiated install dates;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Contractual service elements (planning, applicable design, engineering, testing, termination, installation and Customer service End-User training);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. Project Deliverables;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Acceptance criteria and process;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. Project risk(s);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

12. Customer required activity to prepare site for service installation; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

13. A complete set of itemized CALNET DNCS costs including non-recurring and monthly recurring charges.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.8.1.1 Coordinated Project Minimum Reporting Requirements

1. The Contractor shall develop, maintain, and update all project documents and distribute to the Customer.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. The Contractor shall provide the Customer with written status reports that are updated at intervals agreed upon between the Customer and the Contractor. The status reports shall include:

- a. Project Name;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- b. Status of major milestones;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- c. Update on identified project risks; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- d. An updated project schedule that clearly depicts progress to date.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.8.2 Managed Project Work

Managed Projects are initiated in situations where Provisioning and implementation of service is considered to be on a larger, more complex scale and exceeds the criteria of Coordinated Project Work (Section G.8.1). The Contractor shall provide a dedicated Project Manager for all Managed Projects.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Managed Projects include Service Requests for a Customer's single or multiple site locations that include any of the following conditions:

1. Voice installations exceeding 120 lines (for Categories containing voice services);
2. Data Service Requests exceeding 20 circuits or UNI's; and,
3. Service Requests exceeding five locations;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Locations where the State has determined consolidated service is the most efficient way to provide Service to a specific community of interest;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. New building Facilities and/or relocations; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Data network Migration/consolidation.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Upon determination that a Managed Project is required, the Contractor shall:

1. Assign a dedicated Project Manager, with knowledge of CALNET DNCS terms and conditions and the State's provisioning practices for Telecommunications Services. The Project Manager will work and coordinate directly with the Customer. The Project Manager will be available to meet with the CALNET CMO upon request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Respond to the Customer to discuss and/or obtain additional preliminary information regarding the project within one Business Day after receipt of the Customer approved Service Request (Section G.2.5.4, Provisioning and Implementation).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The Contractor's Project Manager shall meet with all stakeholders (e.g., the Contractor, the Customer) within five Business Days of receipt of the Customer approved Service Request. The purpose of this meeting will be for the Contractor's Project Manager to clarify his/her understanding of the project scope and identify the information needed to establish Due Dates and develop a project schedule. Upon a CALNET CMO request, the Contractor shall provide a copy of the Customer's Service Request(s) for review.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Provide a project "Scope of Work" to the Customer no more than ten Business Days following receipt of Customer's approved Service Request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Scope of Work will include:

1. General project summary;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Definition of each project task(s);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Project schedule of tasks with negotiated individual service(s) start and completion dates. Provisioning Service Level Agreement applies to the individual service, negotiated install dates;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Contractual Service elements (planning, applicable design, engineering, testing, termination, installation and Customer Service End-User training);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Project Deliverables;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Acceptance criteria or process;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Project risk(s);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Customer required activity to prepare site for service installation; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. A complete set of itemized CALNET DNCS costs including non-recurring and monthly recurring charges.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Managed Project Minimum Reporting Requirements:

1. The Contractor shall use MS Project or other agreed scheduling Software.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. The Contractor shall develop, maintain, update all project documents, and distribute to the Customer.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The Contractor's Project Manager shall provide the Customer status reports that are updated at intervals agreed upon between the Customer and the Contractor. If so requested, the Project Manager will provide these reports to the CALNET Program.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The status reports shall include:

1. Project Name;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Status of major milestones;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Update on identified project risks; and

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. An updated project schedule that clearly depicts progress to date.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.9 INDIVIDUAL PRICING REDUCTIONS

G.9.1 Individual Pricing Reductions General Provisions

The Contractor may enter into price negotiations with CALNET Customers or the CALNET CMO. These price negotiations allow the Contractor to reduce prices with a Customer for one or more Services by location(s). The Contractor may also enter into an Individual Pricing Reduction (IPR) with the CALNET CMO, on behalf of CALNET Customers, which shall establish lower CALNET rates based upon, but not limited to; a) geographic area or location(s); b) for one or more Customers; and/or c) by service quantity thresholds.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

This IFB allows for two different Individual Price Reduction (IPR) scenarios; Standard IPR or Duration IPR.

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

1. The Contractor shall submit to the CALNET CMO an electronic copy of the signed IPR Agreement (IPRA) (Appendix B, IPRA) document consisting of an analysis of current Contract pricing and proposed IPR pricing within five Business Days of Customer signature.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. The Contractor shall complete an Appendix B, IPRA form when offering Customers pricing below the CALNET catalog rates.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. An IPRA must be signed by the Contractor and the Customer. The IPRA becomes effective on the date that it is signed by both parties, unless otherwise noted for a future date in the IPRA document within the "Description of Contract Services" field.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. All Contract Requirements, terms and conditions, including SLAs, will remain unchanged. The Contractor shall not include additional Requirements or terms and conditions within the IPRA.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. No additional service taxes, fees, surcharges or surcredits will be allowed except as described in Section G.6.7, Service Taxes, Fees, Surcharges, and Surcredits, and the General Provisions – eVAQ, Section 41, Service Taxes, Fees, Surcharges, and Surcredits.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Once a Standard or Duration IPRA is approved by the Contractor and Customer, the Contractor shall not cancel or increase pricing during the Contract Term for Service(s) listed in the IPRA.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. All approved IPRs shall remain in effect when options to extend the Contract are exercised by the State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. All IPRs shall be subject to examination and audit pursuant to General Provisions - eVAQ, Section 51, Examination and Audits.;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. The IPRA and information regarding the approved IPR service rate(s) shall be subject to the California Public Records Act.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Implementation of an approved IPR does not require reduction of contracted rate(s) for service(s), pursuant to General Provisions - eVAQ Section 78, "Most Favored Nation" Status of State. However, if contracted rate(s) are amended to reduce the IPR rate(s) for such service(s), the reduced contracted rate(s) shall automatically apply to the IPR, but the term commitments shall remain in place for the Duration IPRs.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. The Contractor shall obtain the CALNET CMO approval to automate the IPRA form before implementing any changes.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

12. The CALNET CMO shall require the Contractor to correct any IPRA's that do not comply with the Requirements of this Contract. Corrections shall be completed within 30 calendar days of the CALNET CMO written notification.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.9.2 Standard IPRs

The following provisions apply to Standard IPRs:

1. The Contractor shall be allowed to reduce one or more contracted Service prices for a Customer for the duration of the Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Standard IPRs shall be for reduced Service pricing only.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The Standard IPR Service rate(s) shall continue in effect from the date of Standard IPRA is signed by both the Customer and Contractor through the remainder duration of the Contract unless Services are terminated earlier by the Customer or the CALNET CMO in accordance with the terms and conditions of the Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. The Customer may cancel any or all Services(s) subject to the Standard IPR without penalty.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.9.3 Duration IPRs

The following provisions apply to Duration IPRs:

1. The Contractor may offer individual price reductions that require duration commitments. Duration IPRs shall be to reduce Service pricing and establish Customer duration commitments.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the Customer.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The Duration IPR service rate(s) shall continue in effect from the date of the Duration IPRA is signed by both the Customer and Contractor, through the remainder of the Contract Term.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. The Customer's duration commitment shall not exceed the Contract expiration.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. After the Duration IPRA duration commitment has been met, the Customer can cancel Services without being subject to early termination charges. In the event that a Customer elects to terminate Service(s) prior to the Customer's duration commitment date for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to Contractor for an early termination of the Duration IPRA.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. The amount owed shall be calculated based on the following:
 - a. Monthly difference in the original Contract rate and the Duration IPR rate multiplied by the number of months the Service was used under the Duration IPR;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- b. Ten % of the original Contract rate multiplied by the number of months used under the Duration IPR; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- c. Any unrecovered nonrecurring charges owed to the Contractor on the date of termination.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10 MANAGEMENT TOOLS AND REPORTS

The Contractor shall provide management tools and reports to the CALNET Program and CALNET DNCS Customers.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Unless otherwise indicated by the State in this IFB, the Contractor shall utilize data management and standardization Requirements as detailed in Data Management and Standardization section and all management tools and reports data shall utilize data management and standardization Requirements as detailed in Data Management and Standardization section.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

1. Contractors who are awarded more than one CALNET DNCS Category may be allowed to comingle their required report data upon approval by the CALNET CMO. Approval may be modified or rescinded by the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. The Contractor's on-line tools shall:
 - a. Be accessible to the CALNET Program via a secure web based application in accordance with NIST SP 800-63 Digital Identity Guidelines, 24x7. The CALNET Program will have the ability to run custom reports using a data extractable application; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- b. Create password-protected accounts for the Private Oversight Website.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Within 45 Business Days of Contract Award the CALNET CMO shall establish final implementation dates for each tool and report.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.1 Contractor's CALNET Public Website

G.10.1.1 Contractor's CALNET Public Website General Requirements

Within 60 calendar days of Contract Award, the Contractor shall provide and maintain a secure CALNET Public Website available 24x7, exclusive of maintenance windows.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall work with the CALNET CMO to develop an update processes which will include collaborative drafting, review, and approval of format and content between the CALNET CMO and the Contractor to ensure a consistent look and feel between all Contractors.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

All information, data, forms, and links must be approved by the CALNET CMO before being posted to the Contractor's CALNET Public Website.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor's CALNET Public Website shall contain only information related to CALNET Services awarded to the Contractor.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.1.2 Contractor's CALNET Public Website Functionality

The Contractor shall provide a Public Website that includes the following:

1. Catalog B as described in IFB Part 1- General Instructions, Catalog B – Final List of Awarded Items Including State Administrative Fees for all awarded Contract;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Any modifications to the published Catalog B must occur within ten Business Days of the modification notification from the CALNET Program;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. eVAQ;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. General Provisions – eVAQ

Bidder understands the Requirement and shall meet or exceed it? Choose an item..

5. SLA's for all awarded Contracts;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. Customer's frequently asked questions (FAQs) pertaining to the Contractor's product line;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Customer Escalation Process;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. Link to the California Department of Technology website;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. Link to the Contractor's web-based Billing and Invoicing application;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Link to all of the Contractor's CALNET DNCS Trouble Ticket and Reporting Tools via a common web page; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. Customer/End-User Training (see Section G.2.6.1, Contractor Provided Training).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Within 60 calendar days of Contract Award, the Contractor shall provide all of the Requirements of Section G.10.1, Contractor's CALNET Public Website

General Requirements, and Section G.10.1.2, Contractor's CALNET Public Website Functionality.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.2 Private Oversight Website

G.10.2.1 Private Oversight Website General Requirements

Within 60 calendar days of Contract Award, the Contractor shall provide and maintain a secure private website with a separate URL from the Public Website that provides the CALNET Program 24x7 access to the information and tools required to perform Contract oversight.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall work with CALNET CMO to determine which CALNET Program staff will be provided access (User IDs) to the Private Oversight Website and the level of access to specific applications in accordance with NIST SP 800-63 Digital Identity Guidelines.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.2.2 Private Oversight Website Functionality

The Private Oversight Website shall provide access to the following for all Contract Awards:

1. CALNET CMO Ad Hoc Reports
2. Service Level Agreement Reports (Section G.10.5)
3. CALNET CMO Escalation Process

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.3 Website Maintenance

The Contractor shall provide Website Maintenance to the Contractor's CALNET Public and Private Oversight Websites to ensure accessibility, functionality, and accuracy of all data tools and reports. Routine Website Maintenance shall only be performed outside the business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m.

The Contractor shall notify the appointed CALNET Program contact within two hours via telephone call or email notification of any emergency Website Maintenance performed during the business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.4 Trouble Ticket Reporting Tool

Within nine months of Contract Award, the Contractor shall provide an on-line Trouble Ticket Reporting Tool (TTRT) that shall be accessible by the CALNET Program and Customers. The TTRT shall be accessible 24x7 except for established maintenance windows. A separate trouble ticket shall be opened for each CALNET DNCS circuit, phone number, or Service issue.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The TTRT shall have the capability to partition all CALNET DNCS service issues by Customer and the Contractor. The Contractor shall update the trouble ticket with status changes, at least once every eight hours, and as soon as Service is restored.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Customers shall have access only to their department's trouble tickets. The level of access shall be determined by the Customer department management.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Customers shall have online access to the complete trouble ticket data for six months after the trouble ticket has been closed.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Customers shall have access to the complete trouble ticket historical data for 12 months after the trouble ticket has been closed upon Customer request. If the Contractor archives trouble ticket data after six months, then historical data shall be delivered in the requested format to the Customer within ten Business Days of the Customer's request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide the CALNET Program staff with an authorization level that provides global access to view all CALNET DNCS Customer trouble tickets with a single login. Providing the CALNET Program individual access IDs to each Customer Entity is not an acceptable solution. Authorized CALNET Program staff shall have online access to view the complete trouble ticket data for six months after the trouble ticket has been closed. Authorized CALNET Program staff shall have access to the complete trouble ticket historical data for 12 months after the trouble ticket has been closed upon CALNET Program request. If the Contractor archives trouble ticket data after six months then historical data shall be delivered in the requested format to the CALNET Program within ten Business Days of request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor's TTRT shall include the ability for Customers to open a trouble ticket on-line or by contacting the Contractor's Customer Service Center (Section G.3.2) and having a Customer Service Representative open the ticket on the Customer's behalf.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall immediately update the ticket within the TTRT for each occurrence of a Stop Clock Condition(s) (SCC).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Each entry of a CALNET SCC shall include SCC name with date and time stamp per occurrence. The SCC date and time stamp shall include the start and stop time per occurrence.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

From the date of Contract Award to the time the Contractor achieves compliancy of the TTRT Requirements herein, the Contractor must track CALNET DNCS Service events in the Contractor's existing trouble ticket tool and provide available data to validate SLA compliance or provide event Status upon Customer or CALNET Program request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.4.1 TTRT Minimum Information Requirements

The TTRT shall collect and provide Customers and the CALNET Program access to the data in Table G.10.4.1, when applicable:

Table G.10.4.1 - TTRT Data Fields

Line Item	Data Fields	Bidder Meets or Exceeds? Yes or No.
1	Ticket #	Choose an item.
2	Customer Name	Choose an item.
3	Customer Contact	Choose an item.
4	Customer Contact Info	Choose an item.
5	Service ID	Choose an item.
6	Service Type	Choose an item.
7	Status (e.g., open, closed, hold or canceled)	Choose an item.
8	Ticket Open Date	Choose an item.
9	Ticket Open Time	Choose an item.
10	Ticket Closed Date	Choose an item.
11	Ticket Closed Time	Choose an item.
12	Service Address 1	Choose an item.
13	Service Address 2	Choose an item.
14	Service City	Choose an item.
15	Service State	Choose an item.
16	Service Zip Code	Choose an item.
17	Reported Trouble	Choose an item.
18	Outage Duration	Choose an item.
19	Outage Cause	Choose an item.

Line Item	Data Fields	Bidder Meets or Exceeds? Yes or No.
20	Restore Date	Choose an item.
21	Restore Time	Choose an item.
22	Restoral Activity Performed	Choose an item.
23	Stop Clock Condition (SCC)	Choose an item.
24	SCC Minutes	Choose an item.

G.10.4.2 TTRT Main Screen Functionality

The Contractor's TTRT shall provide a main screen which lists and allows access to each Customer's trouble tickets over the previous six months regardless of trouble ticket status.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor's TTRT main screen shall provide the ability to sort and search by the following fields:

1. Ticket #;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Customer Name (for CALNET Program only);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Service ID;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Ticket Open Date; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Ticket Closed Date;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.5 Service Level Agreement Reports

Within 120 calendar days of Contract Award, the Contractor shall provide the CALNET Program with data necessary to perform Service Level Agreement (SLA) compliance oversight in the form of SLA reports. All trouble tickets opened and Service Request installations completed by the Contractor within the first 120 calendar days of the Contract Award shall appear on the initial set of SLA reports. The Contractor shall provide reports and address the SLA reports issues in accordance with the SLA's detailed in the SOW Technical Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall keep current and post SLA Reports to the Contractor's Private Oversight Website (Section G.10.2) on a monthly basis. The reports shall be available on the Private Oversight Website in a data extractable application and shall remain 100% accessible to the CALNET Program for a minimum of one year.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Data on all SLA reports shall include data from Subcontractors and Affiliates relative to that reporting period.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall proactively correct and resubmit all inaccurate SLA reports to the CALNET Program to ensure accuracy and compliance with the Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide network statistics or other applicable data to be used by the CALNET Program to validate catastrophic outage SLA compliance, upon CALNET Program request.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide SLA Reports in Microsoft Excel 2013 or higher as directed by the CALNET Program. All final report formats shall be approved with written consent of the CALNET Program. All data will line up in one row and use the column headings and data as defined in each report.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.5.1 SLA Service Performance Report

The single SLA report shall include all trouble tickets within 60 calendar days of the trouble ticket service Restoral Date and provide to the CALNET Program. The report shall list all trouble tickets with a service Restoral Date occurring within the reported month, including tickets not qualifying for refunds/credits, except as identified in #2 below. The SLA Report shall include trouble tickets for all Services in all Contracts.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor's SLA Service Performance Report shall:

1. Include all CALNET DNCS trouble tickets in which Service was restored or issues resolved within the same reporting month;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Identify all trouble tickets qualifying for SLA rights and remedies and identify the appropriate Technical SLA in accordance with the SOW Technical Requirements SLAs. Catastrophic Outage 1, Catastrophic Outage 2, Catastrophic Outage 3 and Provisioning SLAs shall not be included in this report; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Stop Clock Condition(s) for a single ticket shall be identified within the SCC field. When multiple Stop Clock Condition types apply to a single ticket, all SCCs shall be reported and identified within the SCC field. SCC Minutes shall equal the total minutes of all SCCs reported per trouble ticket.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The SLA Service Performance Report shall follow the specifications described below:

1. Report name: "C4PERFORMANCEMMYYYY";

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Reports that contain no trouble tickets opened will contain the words "No Data" in the File name. For example: "C4PERFORMANCEMMYYYYNODATA"; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Report frequency submission shall be monthly.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Data Records: the report data fields shall be included as columns on each data record in the order specified in Table G.10.5.1.1 and follow data field specifications as detailed in Appendix A, Glossary.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.5.1.1 SLA Performance Report Fields

For all trouble tickets opened, Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified in Table G.10.5.1.1.

Table G.10.5.1.1 SLA Performance Report Fields

Line Item	Data Field Name	Populated	Data Type or Format	Bidder Meets or Exceeds? Yes or No.
1	SLA Report Period	Required	MM/YYYY	Choose an item.
2	Contractor ID	Required	Text	Choose an item.
3	Category	Required	Number	Choose an item.
4	Ticket #	Required	Text	Choose an item.
5	Service ID	Required	Text	Choose an item.
6	Service Type	Required	Text	Choose an item.
7	SLA	Required	Text	Choose an item.
8	Transport Type	Required	Text	Choose an item.

Line Item	Data Field Name	Populated	Data Type or Format	Bidder Meets or Exceeds? Yes or No.
9	Customer Name	Required	Text	Choose an item.
10	Service Address 1 (A)	Applicable	USPS Standard	Choose an item.
11	Service Address 2 (A)	Applicable	USPS Standard	Choose an item.
12	Service City (A)	Applicable	USPS Standard	Choose an item.
13	Service State (A)	Applicable	USPS Standard	Choose an item.
14	Service Zip Code (A)	Applicable	USPS Standard	Choose an item.
15	Service Address 1 (Z)	Applicable	USPS Standard	Choose an item.
16	Service Address 2 (Z)	Applicable	USPS Standard	Choose an item.
17	Service City (Z)	Applicable	USPS Standard	Choose an item.
18	Service State (Z)	Applicable	USPS Standard	Choose an item.
19	Service Zip Code (Z)	Applicable	USPS Standard	Choose an item.
20	Ticket Open Date	Required	MM/DD/YYYY	Choose an item.
21	Ticket Open Time	Required	PST - 99:99	Choose an item.
22	Restore Date	Required	MM/DD/YYYY	Choose an item.
23	Restore Time	Required	PST - 99:99	Choose an item.
24	SCC	Required	Text - List of Values: End-User Request Observation End-User Not Available Wiring Power Access Staff Application	Choose an item.

Line Item	Data Field Name	Populated	Data Type or Format	Bidder Meets or Exceeds? Yes or No.
			CPE No Response Maintenance Third Party Force Majeure	
25	SCC Minutes	Required	Numeric	Choose an item.
26	Outage Duration	Required	Numeric	Choose an item.
27	Unavailable Time	Required	Numeric	Choose an item.

G.10.5.2 SLA Provisioning Report

The Contractor shall provide the SLA Provisioning Report to the CALNET Program monthly that includes all Service Requests completed in the previous month for CALNET Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor's report shall indicate if the Provisioning objectives were not met in accordance with the SOW Technical Requirements Provisioning SLAs. The Provisioning rights and remedies percentage will be identified by the Contractor as 0%, 50% or 100% credit/refund depending on the Contractor's ability to meet the SLA objective.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The SLA Provisioning Report shall include all Service Requests for all Categories awarded to the Contractor as a result of this IFB. The Contractor shall ensure no duplicate service installs are reported in the same month or across multiple months.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The SLA Provisioning Report provided by the Contractor shall follow the specifications described below:

1. Report name: "C4PROVISIONINGMMYYYY";

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Reports that contain no credits being issued to Customers will contain the words "No Data" in the File name. For example: "C4PROVISIONINGMMYYYYNODATA";

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Report frequency shall be monthly.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Data Records: the report data fields shall be included as columns on each data record in the order specified below and follow data field specifications as detailed in Appendix A, Glossary.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.5.2.1 SLA Provisioning Report Fields

For each Service Request the Contractor shall provide the following information and the data fields shall appear as columns on the report in Table G.10.5.2.1.

Table G.10.5.2.1 SLA Provisioning Report Fields

Line Item	Data Field Name	Populated	Data Type or Format	Bidder Meets or Exceeds? Yes or No.
1	Provisioning Period	Required	MM/YYYY	Choose an item.
2	Contractor ID	Required	Text	Choose an item.
3	Category	Required	Number	Choose an item.
4	SR Number	Applicable	Text	Choose an item.
5	Change Type	Required	Text (M/A/C/D)	Choose an item.
6	Service ID	Required	Text	Choose an item.
7	Service Type	Required	Text	Choose an item.

Line Item	Data Field Name	Populated	Data Type or Format	Bidder Meets or Exceeds? Yes or No.
8	Customer Name	Required	Text	Choose an item.
9	SR Date	Required	MM/DD/YYYY	Choose an item.
10	Due Date	Required	MM/DD/YYYY	Choose an item.
11	Change Date	Applicable	MM/DD/YYYY	Choose an item.
12	SCC	Required	Text - List of Values: End-User Request Observation End-User Not Available Wiring Power Access Staff Application CPE No Response Maintenance Third Party Force Majeure	Choose an item.
13	SCC Minutes	Required	Number	Choose an item.
14	Days PD	Applicable	Number	Choose an item.
15	SLA Applied	Required	Yes or No	Choose an item.
16	Provisioning R&R%	Required	Percentage: 0%, 50%, 100%	Choose an item.

G.10.5.3 SLA Catastrophic Outage Report

Upon Contract Award, the Contractor shall provide Catastrophic Outage Reports on a per occurrence basis. A Catastrophic Outage Report shall be provided to the CALNET Program within 60 calendar days of the Restoral Date for each Catastrophic Outage.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Stop Clock Condition(s) for a single ticket shall be identified within the SCC field. When multiple Stop Clock Condition types apply to a single ticket, they shall be reported and identified within the SCC field. SCC Minutes shall equal the total minutes of all SCCs reported per trouble ticket.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The SLA Catastrophic Report shall follow the specifications described below:

1. Report name: "C4CATMMYYYY".

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Reports that contain no credits being issued to Customers will contain the words "No Data" in the File name. For example: "C4CATMMYYYYNODATA".

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. In the event there are no Catastrophic Outages during the calendar month, the Contractor shall provide a Catastrophic Outage Report reflecting no activity.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Data Records: the report data fields shall be included as columns on each data record in the order specified below and follow data field specifications as detailed in Appendix A, Glossary.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.5.3.1 SLA Catastrophic Outage Report Fields

For each catastrophic outage event the Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified in Table G.10.5.3.1.

Table G.10.5.3.1 SLA Catastrophic Outage Report Fields

Line Item	Data Field Name	Populated	Data Type or Format	Bidder Meets or Exceeds? Yes or No.
1	Report Period	Required	MM/YYYY	Choose an item.
2	Contractor ID	Required	Text	Choose an item.
3	Category	Required	Number	Choose an item.
4	CAT	Required	Text	Choose an item.
5	Ticket #	Required	Text	Choose an item.
6	Service ID	Required	Text	Choose an item.
7	Service Type	Required	Text	Choose an item.
8	Customer Name	Required	Text	Choose an item.
9	Transport Type	Required	Text	Choose an item.
10	Ticket Open Date	Required	MM/DD/YYYY	Choose an item.
11	Ticket Open Time	Required	PST - 99:99	Choose an item.
12	Restore Date	Required	MM/DD/YYYY	Choose an item.
13	Restore Time	Required	PST - 99:99	Choose an item.
14	SCC	Required	Text - List of Values: End-User Request Observation End-User Not Available Wiring Power Access Staff Application CPE No Response	Choose an item.

Line Item	Data Field Name	Populated	Data Type or Format	Bidder Meets or Exceeds? Yes or No.
			Maintenance Third Party Force Majeure	
15	SCC Minutes	Required	Number	Choose an item.
16	Unavailable Time	Required	Number	Choose an item.
17	R&R %	Required	Percentage: 0% or 100%	Choose an item.

G.10.5.4 Trouble Ticket and Provisioning/SLA Credit Report

The Contractor shall provide a Trouble Ticket and Provisioning/SLA Credit Report on a monthly basis to the CALNET Program for SLA compliance oversight. The Credit Report shall include only those trouble tickets and Service Requests resulting in SLA credits or refunds and list all Services that were associated with each SLA credit or refund. The Contractor shall report all SLA rights and remedies (credits and refunds) to the CALNET Program within 90 calendar days of service restoration or Service Request completion.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Credit Report shall follow the specifications described below:

1. Report Name: "C4CREDITMMYYYY".

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Reports that contain no credits being issued to Customers will contain the words "No Data" in the File name. For example: "C4CREDITMMYYYYNODATA".

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Report Frequency shall be monthly.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Data Records: the following data fields shall be included as columns on each data record in the order specified in Table G.10.5.4.1 and follow data field specifications as detailed in Appendix A, Glossary.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.10.5.4.1 SLA Credit Report Fields

For each credit, the Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified in Table G.10.5.4.1.

Table G.10.5.4.1 SLA Credit Report Fields

Line Item	Data Field Name	Populated	Data Type or Format	Bidder Meets or Exceeds? Yes or No.
1	Service Month	Required	MM/YYYY	Choose an item.
2	BAN	Required	Text	Choose an item.
3	BTN	Required	Text	Choose an item.
4	Invoice Number	Required	Text	Choose an item.
5	Invoice Date	Required	MM/DD/YYYY	Choose an item.
6	Category	Required	Number	Choose an item.
7	Customer Code	Required	Number	Choose an item.
8	Customer Name	Required	Text	Choose an item.
9	SLA	Required	Text	Choose an item.
10	Service Type	Required	Text	Choose an item.
11	Feature Name	Applicable	Text	Choose an item.
12	Product ID	Required	Text	Choose an item.
13	Quantity	Applicable	Number	Choose an item.
14	Service ID	Required	Text	Choose an item.

Line Item	Data Field Name	Populated	Data Type or Format	Bidder Meets or Exceeds? Yes or No.
15	WTN	Applicable	Telephone Number	Choose an item.
16	Ticket #	Required	Text	Choose an item.
17	Outage Cause	Applicable	Text	Choose an item.
18	Outage Date	Applicable	MM/DD/YYYY	Choose an item.
19	Ticket Open Date	Applicable	MM/DD/YYYY	Choose an item.
20	Ticket Open Time	Applicable	MM/DD/YYYY	Choose an item.
21	Restore Date	Applicable	MM/DD/YYYY	Choose an item.
22	Restore Time	Applicable	PST - 99:99	Choose an item.
23	Unavailable Time	Applicable	Number	Choose an item.
24	R&R %	Applicable	Percentage	Choose an item.
25	SR Number	Applicable	Text	Choose an item.
26	Change Date	Applicable	MM/DD/YYYY	Choose an item.
27	Change Type	Applicable	Text (M/A/C/D)	Choose an item.
28	Days PD	Applicable	Number	Choose an item.
29	Provisioning R&R %	Applicable	Percentage: 0%, 50%, 100%	Choose an item.
30	Total SLA Credits	Required	Number	Choose an item.

G.11 CONVERSION

Conversion includes Transition, Migration and Transfer scenarios. Where applicable, the Contractor shall prepare and deliver to the CALNET CMO for the State's review and approval separate Transition-In, Migration-In and Migration-Out plans to address the Conversion of Services that will occur immediately following Contract Award and at the end of the Contract Term for each Category. To the extent the Contractor deems appropriate, or as otherwise requested by the State, the Contractor shall design the Conversion Plans to use

a phased-conversion strategy. The Contractor agrees to cooperate fully with the State and other Contractor(s) with planning, coordination, and implementation during all Conversion phases. The Contractor shall provide plans that will assure the State that all Services will be transitioned or migrated in a timely and efficient manner.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall, at the Contractor's expense, implement the Conversion Plans, provide all of the Contractor labor resources necessary to implement the Conversion plans and perform all tasks in accordance with the approved Conversion plan schedules. The Contractor shall mitigate disruption of service and any period when the State is subject to charges from more than one contract, unless at the documented request of the Customer.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.1 Conversion Types

Conversion is defined as the process of moving existing Customer Services from CALNET 3 to CALNET DNCS Services and the process of moving CALNET DNCS Services to any subsequent contracts. Conversion shall be Transition, Migration or Transfer as defined below.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.1.1 Transition (Transition-In)

This section is applicable to incumbent Contractors only. **Non-incumbent Bidders shall respond "N/A" to this requirement.**

Transition applies only to a CALNET 3 incumbent Contractor and is defined as moving a Customer's existing CALNET 3 Service to the equivalent CALNET DNCS Service.

CALNET 3 State Customer Services automatically Transition. Local government Customers may Transition to CALNET DNCS at their option.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

For Services Transitioned prior to six months after Contract Award, the new rates will begin on the Transition date.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

If Customer Transition is still pending six months after Contract Award, and if CALNET DNCS rates are lower, the Contractor must track and provide existing Customers credit for the difference in CALNET 3 and CALNET DNCS rates. Extension of the CALNET 3 rate period shall be at the sole discretion of the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.1.2 Migration

Migration of Services shall occur under the following conditions:

1. Customer requests replacement of a service from a different Contractor.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Customer requests a different replacement service from the same Contractor that provided the Customer's CALNET 3 service.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. A CALNET DNCS Contract is not awarded to the incumbent CALNET 3 Contractor currently providing these Services, the CALNET CMO may initiate a coordinated effort to move CALNET 3 Customers to CALNET DNCS Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. CALNET DNCS Services are moved to alternate Contracts for the following reasons:
5. CALNET DNCS Contract Term expires; or

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. All or a portion of CALNET DNCS Services are terminated in accordance with the General Provisions - eVAQ Section 26, Termination for the Convenience of the State and Section 27 Termination for Default.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Service Requests for Migration shall be considered a "new" Service Request. The Customer will be responsible for installation charges associated with the Migration of Services, unless negotiated with the Contractor.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Migration conditions 1 and 2 as identified above are subject to the provisions of Contracted Service Project Work (Section G.8).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.1.3 Transfer between CALNET Category and/or Contract

Transfers occur due to a failure on the part of a Contractor. When a Customer has transitioned or Migrated to a CALNET DNCS service but the Contractor fails to implement service and/or service fails Acceptance Tests, the Customer has the option of Transferring to another CALNET DNCS Contractor at the expense of the Contractor of the failed service.

In the event the CALNET CMO determines that replacement of the failed service(s) is necessary, the Contractor of the failed service shall be responsible for Customer Provisioning costs. Refer to General Provisions - eVAQ Section 52, Continuing Standards of Performance for Contractor Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.1.4 Transition-In at no Cost

This section is applicable to incumbent CALNET 3 Contractors only. **Non-incumbent Bidders shall respond "N/A" to this requirement.**

The entire Transition-In of Services shall be provided at no cost to the State and local government Customers. NRCs shall not apply when Customers Transition Services from CALNET 3 to CALNET DNCS.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Incumbent Bidders shall confirm their understanding that no additional costs shall be charged to the Customer for Transition-In of Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.1.5 Migration-Out at no Cost

The entire Migration-Out of CALNET DNCS Services shall be provided at no cost to the State and local government Customers. Non-Recurring Charges shall not apply when Customers Migrate-Out from CALNET DNCS.

Bidders shall confirm their understanding that no additional costs shall be charged to the Customer for Migration-Out of CALNET DNCS Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.2 Conversion Plans

Conversion Plans include the Transition-In Plan, Migration-In Plan and the Migration-Out Plan as described below. The State acknowledges that many of the Conversion Requirements of this section may not be known, defined, or may not be completed until after Contract Award.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor agrees to cooperate fully with the State and awarded incoming and outgoing Contractor(s) in planning, coordinating, and implementing the Conversion Plans. The Contractor shall assign a Transition

and Migration Project Manager that shall participate in regular meetings with the CALNET Program throughout all Conversion implementations until completion.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Conversion Plans shall describe how Conversion would be accomplished in the least disruptive way to Customers and End-Users.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

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

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Throughout the Contract Term, the State retains the option to identify performance requirements and to establish deficiency charges for performance associated with Conversion milestones, tasks and schedules.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.2.2 Transition-In Plan

This section is applicable to incumbent Contractors. **Non-incumbent Bidders shall respond "N/A" to this requirement.**

CALNET 3 incumbent Contractors shall submit two Transition-In Plans to the CALNET CMO:

1. Transition-In of Services that require a Rate-Only Transition.
2. Transition-In of Services that require Physical Transition such as service upgrade or technology enhancement.

The two Transition-In Plans shall run simultaneously and explain how the CALNET 3 incumbent Contractor intends to Transition existing CALNET 3 Services to CALNET DNCS Services. The State recognizes that Customer business needs, operational requirements, and/or service complexities as well as CALNET CMO authority may impact Transition planning and schedules. The Contractor shall submit the two plans to the CALNET CMO within 45 calendar days of Contract Award.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Incumbent Contractor shall, at its sole expense, provide all labor resources necessary to implement the Transition-In Plans and perform all tasks in accordance with the approved Transition-In Plan schedules, so that there is no disruption or discontinuity in Services, and to avoid any period whereby the State is subject to charges pursuant to more than one contract, unless at the documented request of the Customer.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The CALNET CMO reserves the right to modify the Transition-In Plans when it is deemed in the best interest or benefit of the State or authorized Customers of the Contract.

The CALNET 3 incumbent Contractor's Transition-In Plans shall include the following information and describe in detail:

1. How the incumbent Contractor will work with Customers to minimize End-User impact or Service interruption during Transition.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. Steps the incumbent Contractor will take for a Rate-Only Transition.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. Steps the incumbent Contractor will take for a Physical Transition (e.g. Service upgrade or technology enhancement transition).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. Steps the incumbent Contractor will take if an unscheduled service interruption occurs during the Transition of Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. Proposed Transition schedule that ensures timely Transition of all contracted Services, invoicing, tools and reporting.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. How the incumbent Contractor's Transition planning strategy and schedule considers:
 - a. Customer (State and local);

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- b. Impact on the State, Customers, business and operational requirements;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- c. Service Type/Category/technology;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- d. Coordination and tasks due to service complexity;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- e. Interoperability requirements/considerations;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- f. Service quantity considerations;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- g. Customer special business requirements; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

- h. Public safety considerations.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. Strategy for establishing agreements with Incumbent Local Exchange Carriers (ILECs) in areas open to competition as defined

by the CPUC to ensure continuing end-to-end service will be provided in these areas. Agreements shall be in effect at Contract Award.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. How Services will be provided in ILEC territories closed to competition as defined by the CPUC to ensure Services will continue to be provided in these areas. Incumbent Contractor shall commit to establishing business relationships with these ILECs.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. The process for coordination and communication with the CALNET Program and Customers throughout all phases of the Transition.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. The processes for Transition of local government Customers subscribing to Services under the Authorization to Order (See Section G.2.5.4, Provisioning and Implementation.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. The cutover process including planning, site preparation, service inventory verification, Service Request freeze period, disconnect/new Service Request processes and emergency/fallback procedures.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

12. How incumbent Contractor will establish testing and Service acceptance processes with Customers, when applicable.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

13. The strategy, resources, timeline and processes for converting the Customer billing from CALNET 3 to CALNET DNCS.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

14. Identify if one invoicing system will be used for all CALNET Categories or if a different invoicing system will be used for transitioning to the new awarded Contract.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

15. Transition tasks dependent on Customer data or resources.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

16. A detailed staff Management Plan to effectively manage the Transition describing incumbent Contractor's commitment of staff resources with required skills and structure of organization to support the Transition.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

17. A list of Services to be transitioned to CALNET DNCS. The list shall:

a. Cross reference CALNET 3 and CALNET DNCS Services by Service name;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

b. Specify the quantity of Services to be transitioned by Service Type;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

c. Identify which Services require a "Rate-Only" Transition and how the Customer Services will Transition;

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

d. Identify which Services will require a Physical Transition including anticipated Customer impact or interruptions during Transition; and,

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

e. Provide adequate resources to effectively run a Physical and Rate-Only Transition simultaneously if the State deems necessary.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Transition shall be completed within 18 months after Contract Award. The incumbent Contractor shall not deem Transition complete until the

Customer-billing accounts for CALNET 3 Services have been transitioned to CALNET DNCS invoices and the invoices are in compliance with Section G.6, Billing and Invoicing.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.2.3 Transition-In Status Report

This section is applicable to incumbent CALNET 3 Contractors only. **Non-incumbent Bidders shall respond "N/A" to this requirement.**

Upon commencement of the Transition-In Plan, the Incumbent Contractor shall provide the CALNET Program a weekly Transition-In Status Report that identifies all Customers and Services to be transitioned.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.2.4 Migration-In Plan

This section applies to non-incumbent Contractors only. **Incumbent Bidders shall respond "N/A" to this requirement**

If the incumbent CALNET 3 Contractor is not awarded a Contract for Services within these IFB Categories, the State may require State Entities to Migrate to a new Service Type and/or Contractor via a coordinated Migration-In plan.

Within 30 calendar days of the CALNET Program's request, non-incumbent Contractor shall provide a Migration-In Plan that describes in detail how the Contractor will coordinate and Migrate select Services awarded to the Contractor as a result of this IFB to CALNET DNCS based on Service and location information provided.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor's Migration-In Plan shall include the following information and describe in detail:

1. The Contractor's understanding of its role and responsibility for Migration-In.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. How the Contractor will work with Customers to minimize End-User impact or Service interruption during Migration.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The steps the Contractor will take if an unscheduled service interruption occurs during the Migration of Services.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. The strategy for establishing agreements with ILECs in areas open to competition as defined by the CPUC to ensure end-to-end service will be provided in these areas.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. How Services will be provided in ILEC territories closed to competition as defined by the CPUC to ensure Services will be provided in these areas. Contractor shall commit to establishing business relationships with these ILECs.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

6. The process for coordination and communication with the CALNET Program and Customers throughout all phases of the Migration.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

7. The processes for Migration of local government Customers subscribing to Services under the Authorization to Order, Appendix C under **CALNET 3** Contract provisions. The Contractor's process shall be in accordance with Authorization to Order.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

8. The cutover process including planning, site preparation, service inventory verification, Service Request freeze period, disconnect/new Service Request processes and emergency/fallback procedures.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

9. How Contractor will establish testing and Service acceptance processes with Customers.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

10. Migration tasks dependent on the State's and/or Customer's data or resources.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

11. Project Management Plan to effectively manage the Migration describing Contractor's commitment of staff resources with required skills and structure of organization to support the Migration.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall not deem Migration-In complete until the Customer's Services are accepted and invoices for CALNET DNCS are in compliance with Section G.6, Billing and Invoicing.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.2.5 Migration-Out Plan

The Contractor shall prepare and deliver to the State, within 30 calendar days of the CALNET Program's request, a Migration-Out Plan, for migrating Services, or portion thereof, under Contract to the State's alternate service provider identified, in the event of: (a) the expiration or termination of the Term; or (b) the date a Notice of Termination is delivered pursuant to General Provisions - eVAQ Section 26, Termination for the Convenience of the State, or Section 27, Termination for Default; or (c) the State's election during the Term pursuant to General Provisions - eVAQ Section 69, Non-Exclusive Agreement.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall implement the Migration-Out Plan and perform all tasks identified in the Migration-Out plan in a timely manner to mitigate disruption in CALNET DNCS Service from the Contractor to the State or the State's designee. The Contractor shall participate in meetings with the State and the State's alternate service provider(s) as reasonably required

by the State in planning for a Conversion and implementing the Migration-Out Plan. There shall be no additional cost to the State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The State acknowledges the level of difficulty in anticipating future Migration-Out and termination requirements without knowledge of proposed solutions. However, it is critical for the Contractor to acknowledge and commit to the responsibility and participation in the Migration-Out of Services. Refer to General Provisions - eVAQ, Section 83, Disentanglement (Migration-Out).

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

The Contractor shall provide a Migration-Out Plan within 30 calendar days of the CALNET Program request. The Contractor's Migration-Out Plan shall include how the Contractor will convert Services to the new Contract with sufficient detail for the State's review and approval.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.11.2.6 Migration-Out Status Report

Upon commencement of the Migration-Out Plan, the Contractor shall provide a weekly Migration-Out Status Report which shall begin 60 calendar days prior to the physical or administrative Migration of the first Customer site. The report shall include all Customers to be migrated.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.12 SERVICES TECHNICAL EVALUTION AND DEMONSTRATION PROCESS

In the course of oversight, the State is required to examine key elements of the CALNET DNCS Services to maintain current and long-term goals. This analysis is conducted to determine the reliability of the Services and takes into consideration issues such as redundancy, diversity, interoperability, scalability, and security.

Upon the State's request, the Contractor shall provide the State with the ability to perform evaluation and/or demonstration of contracted Services at the sole discretion of the CALNET CMO at no cost to the State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

All Services proposed for addition to the Contract through the amendment process shall include a technical evaluation. This Requirement is limited to Service amendments that are technical in nature and deemed by the CALNET Program to require evaluation. Should the State decide that further evaluation or demonstration is necessary, the proposed service will be removed from the amendment process and resubmitted to the CALNET Program for consideration upon completion of the evaluation and/or demonstration to the satisfaction of the State.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.13 SERVICE LEVEL AGREEMENTS

The Contractor shall provide Service Level Agreements (SLAs) as defined below. The intent of this section is to provide Customers, the CALNET Program and the Contractor with Requirements that define and assist in the management of the SLAs. This section includes the SLA formats, general Requirements, and CALNET Program Oversight SLAs.

G.13.1 Bidder Response To Service Level Agreements

Many of the SLA's described below include multiple objective levels – Basic, Standard and Premier. The Bidders shall indicate one specific objective level they are committing to for each Service in space provided in the "Objective" section of each SLA description.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.13.2 CALNET IFB C4DNCS19 SOW Business Requirements Service Level Agreements

CALNET IFB C4DNCS19 SOW Business Requirements SLAs have been established to ensure the Contractor accountability and performance levels for Requirements as described throughout Section G.4, Data Management and Standardization, Section G.6, Billing and Invoicing, and Section G.10, Management Tools and Reports.

The State's objective is to work with the Contractor to resolve instances in which the Contractor fails to meet the CALNET DNCS Oversight SLA objectives.

In the event the Contractor fails to resolve or correct the cause for the missed objective, the CALNET Program may commence with the following sequence of actions:

1. The CALNET Program shall notify CPM of missed SLA objective occurrence in writing.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

2. The CALNET Program and CPM shall meet and confer to discuss alternative remedies and/or cures.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

3. The CALNET Program shall set cure period.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

4. If cure is unsatisfactory, the State shall invoice the Contractor for the rights and remedies in accordance with the CALNET DNCS Oversight SLA Requirements.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

5. The Contractor shall pay rights and remedies invoices within 30 calendar days of receipt or notify the State if it intends to dispute the invoice using General Provisions – eVAQ, Section 54 Disputes.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

Cure periods described above do not apply to Section G.13.2.4, Tools, Reports and Plans Deliverables. The Contractor shall provide the following CALNET Oversight Service Level Agreements identified in Sections G.13.2.1 – G.13.2.5.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.13.2.1 State Associated Administrative Fee Electronic Fund Transfer Accuracy and Interval

Definition:

The California Department of Technology shall receive an administrative fee Electronic Fund Transfer (EFT) notification from the Contractor no later than the last day of the month that is two months after the month that the bill is rendered in accordance with Section G.7, State Associated Administrative Fee (SAAF).

Measurement Process:

Objective 1: The CALNET Program shall monitor the Contractor's Services Billed Data (Section G.4.10.3) through the CALNET data management system.

Objective 2: The CALNET Program shall confirm that a notification of EFT confirming the deposit of monthly SAAF monies owed to the California Department of Technology is delivered no later than the end of the calendar month for the corresponding services billed two months prior.

Tools/Reports/Application Names(s):

Receipt of SAAF EFT notification (Section G.7)
Services Billed Data(G.4.10.3)

Objectives:

Objective 1: The Contractor shall remit the accurate amount as reported on the Services Billed Data (G.4.10.3).

Objective 2: The Contractor shall deliver an accurate amount via EFT notification to California Department of Technology no later than the end of the calendar month for services billed two months prior.

Rights and Remedies:

1. CALNET Program:
 - 0.5% of total month's SAAF shall be paid to California Department of Technology within 30 calendar days of the missed objective date.
2. Customer:
 - N/A

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.13.2.2 Invoicing Accuracy and Completeness

Definition:

The Contractor shall provide detailed, accurate, complete and organized invoices for all CALNET DNCS Services, products and features as required throughout Section G.6, Billing and Invoicing in its entirety.

Measurement Process:

Objective 1: Identification of invoice errors through review.

Tools/Reports/Application Names(s):

Billing and Invoicing (G.6)

Objectives:

Objective 1: 100% invoice accuracy

Rights and Remedies:

1. CALNET CMO:
 - Escalation to the CPM or the Contractor's senior management. The Contractor shall correct invoice errors within 60 calendar days of the CALNET CMO notification to the Contractor of a disputed invoice.
2. Customer:
 - Escalation to the Contractor's Account Manager and/or Escalation to the CALNET CMO. The Contractor shall correct invoice errors within 60 calendar days of the Customer notification to the Contractor of a disputed invoice.

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.13.2.3 Report Timeliness and Accuracy (M-S)

Definition:

Each report shall meet all Requirements in accordance with Section G.4, Data Management and Standardization, Section G.10, Management Tools and Reports, and Section G.11, Conversion and shall be provided to the CALNET Program on the date(s) and frequency described in the Sections identified below.

Measurement Process:

Objective 1: The CALNET Program shall confirm that the reports are delivered on or before the agreed upon Due Dates as defined in each Section.

Objective 2: If reports are not complete and/or accurate, the CALNET Program may determine the Contractor has missed the objective date.

Tools/Reports/Application Names(s):

- Service Level Agreement Reports (Section G.10.5) – all reports
- Data Management and Standardization (Section G.4) – all reports
- Conversion (Section G.11) – all reports

Objectives:

Basic (B)	Standard (S)	Premier (P)	Bidder's Objective Commitment (B or P)
Deliver all reports within three Business Days after the mutually agreed or the CALNET Program designated Dates	N/A	Deliver all reports on or before the mutually agreed or the CALNET Program designated Delivery Dates	Choose an item.

Rights and Remedies:

1. CALNET Program:
 - \$1,600 for each late or inaccurate report and \$400 per week thereafter for each report until an accurate, complete and timely report is provided by the Contractor.
2. Customer:
 - N/A

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.13.2.4 Tools, Reports and Plans Deliverables

Definition:

All Contractor provided tools, reports and plans shall meet the mutually agreed Due Dates in accordance with the Requirements of the Sections listed below.

Measurement Process:

The Contractor and the CALNET Program shall agree in writing to the implementation timeline dates for the tools, reports and plans described in the Sections listed below. Unless otherwise specified in the Sections below, mutually agreed dates shall not exceed six months following:

1. The Contract Award;

Or

2. The Contractor's receipt of their first CALNET IFB Service Request.

Completion shall be determined by the CALNET Program acceptance of the deliverable per the Requirements of the IFB or 45 calendar days following delivery of the tools, reports or plans unless deemed incomplete by the CALNET Program, whichever comes first.

Tools/Reports/Application Names(s):

- Staffing and Resource Requirements (Section G.2.3)
- Initial Service Catalog Data (Section G.4.6.1)
- Service Catalog Revisions Data (Section G.4.6.2)
- Inventory Data (Section G.4.7.1)
- Services Billed by Charge Type Data (Section G.4.7.3)
- Contractor's CALNET Public Website (Section G.10.1)
- Private Oversight Website (Section G.10.2)
- Trouble Ticket Reporting Tool (Section G.10.4)
- SLA Service Performance Report (Section G.10.5.1)
- SLA Provisioning Report (Section G.10.5.2)
- SLA Catastrophic Outage Reports (Section G.10.5.3)
- Trouble Ticket and Provisioning/SLA Credit Report (Section G.10.5.4)
- Transition-In Status Report (Section G.11.2.3) (if applicable)
- Transition-In Plan, as applicable (Section G.11.2.2)

- Migration-In Plan, as applicable (Section G.11.2.4)
- Migration-Out Status Report (Section G.11.2.6)
- Contractor SLA Management Plan (SOW Technical Requirements Sections 20.4.5, 21.6.5, 22.5.5, 23.5.5, 24.6.5, 25.6.5, 26.5.5, 27.3.5, and 29.5.5)

Objectives:

All tools, reports and plans shall meet the Requirements in accordance with Section G.4, Data Management and Standardization, Section G.6, Billing and Invoicing, Section G.10, Management Tools and Reports and Section G.11, Conversion, and be 100 % functional and accepted by the State within the mutually agreed dates.

Any additional tools, reports or plans provided by the Contractor shall require a mutually agreed implementation date and will be subject to the objectives and remedies under this SLA.

All replacement tools must be 100 % functional and accepted by the State prior to discontinuance of previously accepted tools. Discontinuance date of previously accepted tool or report shall be considered the Due Date.

Rights and Remedies:

1. CALNET Program:

- The Contractor shall pay the CALNET Program \$2,000 for each tool, report or plan delivered one Business Day after the Due Date and \$1,000 per week thereafter until provided to, and accepted by, the CALNET Program.

2. Customer:

- N/A

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

G.13.2.5 Tool Availability (M-S)

Definition:

The percentage of time a CALNET DNCS tool is fully functional and available for use each calendar month.

Measurement Process:

The CALNET Program shall report any service affecting tool failure or problem to the Contractor through:

1. Email notification to the CPM or the Contractor assigned point of contact. The start time will be based on the Customer email time stamp and the stop time will be based on email notification of resolution of the failure;

Or

2. The Contractor’s Trouble Ticket Reporting System. The start time will be based on the opening of a trouble ticket and the stop time will be based on resolution of the failure. The tool is unusable during the time the ticket is recorded as open until notification of tools restoration.

When the CALNET Program determines the issue is not resolved, Outage Duration shall be adjusted to reflect actual Unavailable Time.

The Availability Percentage shall be based on the accumulated total of Unavailable Time derived from all email notifications or trouble tickets closed, per calendar month per tool. The monthly Availability Percentage equals the Scheduled Uptime per month less Unavailable Time per month divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is based on 24 times the number of days in the month.

Stop clock conditions as described in the SLA Management Plan in the SOW Technical Requirements (Sections 20.4.7, 21.6.7, 22.5.7, 23.5.7, 24.6.7, 25.6.7, 26.5.7, 27.3.7 and 29.5.7) shall apply.

Tools/Reports/Application Names(s):

- Billing and Invoicing (Section G.6)

Objectives:

Basic (B)	Standard (S)	Premier (P)	Bidder’s Objective Commitment (B, S or P)
100% functional 95% of the time for each tool, measured on a monthly basis	100% functional 98% of the time for each tool, measured on a monthly basis	100% functional 100% of the time for each tool, measured on a monthly basis	Choose an item.

Rights and Remedies:

1. CALNET Program:
 - \$2,000 per month, per tool
2. Customer:
 - Escalation to the CALNET Program

Bidder understands the Requirement and shall meet or exceed it? Choose an item.

INVITATION FOR BID
IFB C4DNCS19
Data Networks and Communications Services

PART 1- GENERAL INSTRUCTIONS
FOR CATEGORIES 20-30

January 23, 2020

Addendum #6

Issued by:

STATE OF CALIFORNIA

California Department of Technology Statewide
Technology Procurement

PO Box 1810

Rancho Cordova, CA 95741

Disclaimer: The original PDF version and any subsequent addendums of the IFB released by the Procurement Official of this Bid remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions which constitute the Contract, the official State version of the IFB in its entirety shall take precedence.

ADDENDUM LOG

Addendum #	Date	Addendum Description
1	11/8/19	Updated Key Action Dates
2	11/22/19	Updated section 1.2 to reflect ten categories, not eight, updated Key Action Date table
3	12/6/19	Modified Key Action Dates
4	1/3/20	Modified Key Action Dates
5	1/14/20	Modified language in Section 1.2. Modified language in Section 1.2.1. Modified Key Action Dates – Section 2.3. Modified language in Section 3.5 #2. Modified language in Section 4.10.4.2 Table 11. Modified language in Section 4.10.4.2 Table 16.
6	1/23/20	Added SharePoint option for Final Submission of Bids.

Table of Contents

1 INTRODUCTION.....	7
1.1 Pre-Qualified Vendor Application.....	7
1.2 Purpose of this Invitation for Bid.....	7
1.2.1 Submission Groupings.....	8
1.3 Contract Term.....	9
1.4 Background.....	9
1.4.1 Authorization to Order (M).....	10
1.4.2 Current and Proposed Environment.....	10
2 BIDDING INSTRUCTIONS.....	11
2.1 Bidder Admonishment.....	12
2.2 Communications and Contacts.....	12
2.2.1 Procurement Official.....	12
2.2.2 Questions Regarding the Solicitation Document.....	13
2.2.3 Intent to Bid.....	14
2.3 Key Action Dates.....	14
2.4 Rules Governing Competition.....	16
2.5 Identification and Classification Solicitation Requirements.....	16
2.6 IFB Documents.....	16
2.7 Examination of the Work.....	17
2.8 Confidentiality.....	17
2.9 Addenda.....	17
2.10 Bidder's Cost.....	18
2.11 Signature of Bid.....	18
2.12 Irrevocable Offer.....	18
2.13 False or Misleading Statements.....	18
2.14 Employment of Undocumented Aliens (M).....	18
2.15 Antitrust Claims (M).....	18
2.16 Incorporation eVAQ Requirements and General Provisions (M).....	19
2.17 Bidder Qualifications (M and Non-Negotiable).....	19
2.18 Confidentiality Statement (M).....	19
2.19 Ability to Perform (M).....	20
2.20 Primary Bidder (M).....	20
2.21 Cover Letter (M).....	20
2.22 Subcontractors (M).....	20
2.23 Contractor's License (M).....	22
2.24 Workers' Compensation (M).....	22
2.25 Service Taxes, Fees, Surcharges and Surcredits (M).....	22
2.26 Bidder's Preference and Incentive Declaration (M).....	22
2.27 Small Business Preference.....	22
2.28 DVBE Program and Incentive.....	23
2.29 Commercially Useful Function.....	24

2.30 Target Area Contract Preference	25
2.31 Declaration Forms (M)	26
2.32 Customer Orders (M)	26
2.33 Performance Bond Notice (M)	26
2.34 Public Works Requirements (M).....	27
2.35 Labor Laws to be Observed (M).....	28
2.36 Federal Universal Service Fund (M)	29
2.37 Amendment (M).....	29
2.38 Availability (M)	29
2.39 Glossary (M)	30
2.40 Bidding Rules.....	30
2.40.1 Rules Governing Competition	30
2.40.2 Joint Bids	30
2.40.3 Withdrawal and Resubmission of Bids.....	30
2.40.4 Rejection of Bids.....	30
2.40.5 Bidder Representatives.....	31
2.40.6 Financial Stability.....	31
3 BIDDING STEPS, FORMAT, AND SUBMISSION REQUIREMENTS	
.....	31
3.1 Final Phase	31
3.2 Withdrawal and Resubmission/Modification of Bids.....	31
3.3 Disposition of Bids	32
3.4 Protests	32
3.5 Negotiations.....	32
3.6 Submission Requirements	33
3.6.1 Date, Time and Address of Submittals.....	33
3.6.2 Packaging and Labeling	33
3.6.3 Digital Accessibility	34
3.6.4 Formatting	35
3.6.4.1 Specific Formatting by Volume	36
3.7 Final Bids	37
3.7.1 Organization of Submission.....	37
3.7.2 Specific Instructions for Final Bid Items.....	39
3.7.2.1 SOW Mandatory Business and Technical Requirements.....	39
3.7.2.2 Unsolicited Offerings	43
3.7.2.3 Catalog A	44
3.7.2.4 Cost Worksheet Elements for Mandatory Requirements.....	45
3.7.2.5 Cost Worksheet Elements for Unsolicited Items	46
3.7.3 Bid Submission Checklist.....	48
4 BID EVALUATION	48
4.1 Evaluation Team.....	48
4.2 Final Bid Evaluation	49

4.3 Receipt and Preliminary Review.....	50
4.4 Validation of Non-Negotiable Items	50
4.5 Validation Against Requirements	50
4.6 Evaluation Questions.....	51
4.7 Errors in the Final Bid	51
4.8 IFB Requirements Evaluation	52
4.9 Socioeconomic Programs	53
4.10 Evaluation of Final Bids: Business and Technical Requirements Evaluation	53
4.10.1 SOW Business Requirements Evaluation (Pass/Fail)	53
4.10.2 Technical Requirements Evaluation (Pass/Fail).....	53
4.10.3 Unsolicited Items Technical Evaluation.....	54
4.10.4 Scoring of SOW Business and Technical Requirements.....	54
4.10.4.1 Mandatory (pass/fail) SOW Business and Technical Requirements	54
4.10.4.2 Mandatory Scorable (M-S) SOW Business and Technical Requirements.....	55
4.10.4.3 Earned DVBE Incentive Points	62
4.10.4.4 Total Non-Cost Points	62
4.10.5 Cost Evaluation	63
4.10.5.1 Catalog A Evaluation	63
4.10.5.2 Adjustment of Costs for TACPA.....	63
4.10.5.3 Scoring of Costs of Mandatory Requirements.....	64
4.10.5.4 Scoring of Unsolicited Item Costs.....	64
4.10.5.5 Total Cost Points.....	66
4.10.6 Total Awarded Points Adjusted for Small Business Preference	67
4.10.7 Adjustments for Exclusion of Mandatory and Unsolicited Items.....	67
4.10.8 Final Bid Evaluation Results.....	67
4.10.9 Submission of Amended Final Bid.....	68
4.11 Negotiation Phase.....	68
4.11.1 Negotiation Invitation.....	68
4.11.2 Best and Final Offer Submission (BAFO)	69
4.11.3 Determination of Bidder’s Qualification for Award	70
4.11.4 Evaluation of BAFO Submission.....	71
5 AWARD AND EXECUTION	71
5.1 Notification of Awards	71
5.2 Additional Documents Required for Award	71
5.3 Protests of Awards	72
5.4 Debriefing.....	72
5.5 Award of Contracts	72
5.6 Removal of Unsolicited Items	72
5.7 Contract Documents.....	73
5.8 Authorization to Execute Agreement	73

5.8.1 Catalog B – Final List of Awarded Items 73
5.9 Elected Open Period 74
6 ATTACHMENTS 74
ATTACHMENT 1 – BID SUBMISSION CHECKLIST 76
ATTACHMENT 2 – FORM FOR SUBMITTING QUESTIONS..... 78

PART 1 – GENERAL INSTRUCTIONS

1 INTRODUCTION

This Solicitation is being conducted under the policies and procedures developed by the California Department of Technology (CDT) as provided under Public Contract Code (PCC) §6611 et seq. This Solicitation contains the instructions governing the requirements for a fixed price to be submitted by interested bidders. The format that bid information is to be submitted and the material to be included therein follows. This Solicitation also addresses the requirements that bidders must meet to be eligible for consideration, as well as addressing bidder's responsibilities before and after award.

1.1 Pre-Qualified Vendor Application

The State's electronic Vendor Application of Qualifications (eVAQ) is an external process to this solicitation. Vendors will be required to have an approved application on file and be deemed a Pre-qualified Vendor prior to the Key Action Date for Final Bid Submission (refer to Section 2.3, Key Action Dates). All questions related to the eVAQ should be addressed to the Procurement Official in Section 2.2.1. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process.

1.2 Purpose of this Invitation for Bid

The purpose of this Invitation for Bid (IFB C4DNCS19 aka "IFB") is to obtain bids from Pre-Qualified Vendors from the State's eVAQ process to provide Data Network and Communication Services ("DNCS") in the categories listed below.

This IFB C4DNCS19 (IFB) is issued independently of other Category solicitations. The services sought by this IFB consist of ten Categories as follows:

1. Category 20 – MPLS Data Network
2. Category 21 – Standalone VoIP
3. Category 22 – Cloud-Hosted VoIP Service
4. Category 23 – Metropolitan Area Network (MAN) Ethernet
5. Category 24 – Flat Rate Internet Services
6. Category 25 – Sustained Bandwidth Internet Services
7. Category 26 – SONET Point-to-Point Connectivity
8. Category 27 – Standard Contact Center Services

9. Category 28 – Custom Contact Center Services
10. Category 29 - Converged VoIP
11. Category 30 – Broadband Services

The State intends to award each Category to multiple bidders as a result of this solicitation. Awards for categories may occur in a phased or staggered approach at the State’s discretion and competitive evaluation of bids submitted.

Bids for each Category will be evaluated and awarded separately from any other Category. All awards will be based on value effective criteria as described in Section 4, Bid Evaluation, of this IFB,(1) The result of this IFB will be to establish a list of Contractors and an associated list of services and prices for the above listed Categories. Additionally, this IFB will establish specific Service Level Agreements, SOW Business and Technical Requirements, and other relevant conditions for awarded Contractors.

1.2.1 Submission Groupings

For scheduling purposes, the submission documents and Categories have been separated into two groups. Both groups shall be released for solicitation simultaneously as specified in Section 2.3, Key Action Dates. Bidder responses shall be due at differing dates for each group as described in Section 2.3, Key Action Dates. Groups are defined as follows:

Group 1

1. Category 20 Technical SOW, Catalog A, Cost Worksheets
2. Category 23 Technical SOW, Catalog A, Cost Worksheets
3. Category 24 Technical SOW, Catalog A, Cost Worksheets
4. Category 25 Technical SOW, Catalog A, Cost Worksheets
5. Business Requirements (if submitting Group 1 Categories)
6. Part 1, Exhibits (if submitting Group 1 Categories)

1 All references in this IFB to Section numbers are to Sections within this IFB document unless otherwise stated. Examples of stated exceptions would be a reference to a SOW Section number, a SOW Appendix Section number, or a California State code or regulation section number.

Group 2

1. Category 21 Technical SOW, Catalog A, Cost Worksheets
2. Category 22 Technical SOW, Catalog A, Cost Worksheets
3. Category 26 Technical SOW, Catalog A, Cost Worksheets
4. Category 27 Technical SOW, Catalog A, Cost Worksheets
5. Category 28 Technical and Business SOW, Catalog A, Cost Worksheets
6. Category 29 Technical SOW, Catalog A, Cost Worksheets
7. Category 30 Technical SOW, Catalog A, Cost Worksheets
8. Business Requirements (if only submitting Group 2 Categories)
9. Part 1, Exhibits (if only submitting Group 2 Categories)

1.3 Contract Term

IFB C4DNCS19 Contracts shall be effective upon CDT, Statewide Technology Procurement (STP) approval. The Contract term is five years, with three one-year options to extend. Extensions will be exercised at the sole discretion of the State and shall not be denied by the Contractor.

When it is in the best interest of the State, the State may exercise the established process under PCC §6611, Section (b), to extend the Contract term beyond the expiration date of the last extension identified in the Contract.

Issuance of this IFB does not commit the State of California to award a Contract. The State reserves the right to reject any or all proposals received, or parts thereof, if the State determines that it is in the State's best interest to do so.

1.4 Background

All State of California Executive Branch Non-Exempt agencies are presently required by policy to utilize the CALNET Contracts to obtain mandated telecommunications and network services, unless otherwise authorized by the California Department of Technology (CDT). State of California Exempt agencies are encouraged, but are not required, to use the CALNET Contracts to purchase Mandatory services. Non-State agencies, i.e., California local

jurisdictions (cities, counties, special districts, and other tax supported entities) may also use the CALNET Contracts by completing a Non-State Agency Service Policy and Agreement and an Authorization to Order (ATO). However, local agencies are not required by the State to use the CALNET Contracts.

1.4.1 Authorization to Order (M)

The Authorization to Order (ATO) form shall be incorporated within the Contracts awarded as a result of this IFB C4DNCS19. The ATO is provided in this IFB C4DNCS19, Appendix C - Authorization to Order. The Bidders shall agree to the ATO without exception.

This form may be modified by CDT after award without requiring a Contract amendment. Prior to any modifications, CDT shall present the revised ATO to the Contractor and CDT shall consider any Contractor suggested changes to the revised ATO.

1.4.2 Current and Proposed Environment

The services being sought in this IFB are similar to, but not identical to those presently offered by CALNET 3 Contractors within the following Master Service Agreements (MSAs):

1. Category 1.2 – MPLS and Converged VoIP – Awarded to AT&T, Verizon, Jive, NWN and Zayo
2. Category 1.3 – Standalone VoIP – Awarded to AT&T, Jive, Verizon and Zayo
3. Category 3 Metropolitan Area Network (MAN) Ethernet – Awarded to AT&T, CenturyLink, Verizon, Comcast, Cox, Level 3 and Zayo
4. Category 4.1 SONET Ring Connectivity – Awarded to Verizon and Zayo
5. Category 4.2 SONET Point-to-Point – Awarded to AT&T, Verizon and Zayo
6. Category 5 Managed Internet – Awarded to AT&T, CenturyLink, Verizon, Comcast, Cox, Level 3 and Zayo
7. Category 6.1 Hosted IVR/ACD – Awarded to AT&T, NWN and Verizon

A description of CALNET 3 services is available on the [CALNET website](#). This site also has links to:

1. CALNET 3 Contractor catalogs and pricing
2. Information regarding the State Telecommunications Management Manual (STMM), which provides information concerning Mandatory services, delegations, and exemptions
3. Ordering instructions and forms for State and local agencies
4. CALNET 3 IFB's, Contract language, and awarded Contract amendments

There are approximately 200 State and 2,100 non-state agencies using CALNET 3 services.

The Contracts awarded as a result of this IFB will be managed by the State's CALNET Contractor Management Organization (CALNET CMO) team. The CALNET CMO responsibilities may include but are not limited to:

1. Oversee Contractor adherence to the awarded terms and conditions;
2. Provide ongoing cost analysis;
3. Manage or oversee service deployments including Contractor provisioning, maintenance of services, and other related services as may be required;
4. The CALNET CMO may directly purchase services on behalf of State Agencies;
5. Control the Contractors' ability to offer and the Customers' acquisition and use of services through issuance of:
6. The Customer User Instructions;
7. Delegation of authority to purchase and approval to order;
8. Designation of required or mandated services (including exemptions); and
9. Establishment of other Customer policies and instructions.

2 BIDDING INSTRUCTIONS

2.1 Bidder Admonishment

The bidder should refer to Section 3, Bidding Steps, to understand the phases applicable to this solicitation and Section 4, Bid Evaluation to understand the evaluation process of each phase. It is the bidder's responsibility to:

1. Carefully read the entire solicitation;
2. Ask appropriate questions in a timely manner, if clarification is necessary;
3. Ensure understanding of the State's requirements before attempting to develop its Final bid;
4. Submit all required responses by the required dates and times;
5. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed; and
6. Carefully re-read the entire solicitation before submitting a Final bid.

2.2 Communications and Contacts

The California Department of Technology (CDT), Statewide Technology Procurement (STP) uses an online procurement system known as Cal eProcure to communicate with perspective Bidders and suppliers. Information and ongoing communications for this IFB will be posted by the State on the [Cal eProcure website](#).

2.2.1 Procurement Official

The California Department of Technology's Procurement Official is the State's designated authorized representative regarding this procurement.

Bidders are directed to communicate with the Procurement Official at the address below to submit questions, deliver Bids, and submit all other formal correspondence regarding this procurement.

Procurement Officials

Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
California Department of Technology	California Department of Technology

Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
Statewide Technology Procurement Attn: Nicole Delgado, Emily Klahn, Raymond Estey 10860 Gold Center Drive, Suite 200 – Security Desk Rancho Cordova, CA 95670	Statewide Technology Procurement Attn: Nicole Delgado, Raymond Estey, Emily Klahn Mail Stop Y12 P.O. Box 1810 Ranch Cordova, CA 95741

Nicole Delgado, Raymond Estey, Emily Klahn, Procurement Officials

Phone: (916) 431-5549 and (916) 628-5661

E-mail address: nicole.delgado@state.ca.gov, raymond.estey@state.ca.gov and emily.klahn@state.ca.gov. Please include all Procurement Officials on all correspondence.

2.2.2 Questions Regarding the Solicitation Document

Bidders requiring clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process may request clarification by submitting questions using Attachment 2, Form for Submitting Questions, in an email (using the solicitation identification information from the solicitation title page) to the Procurement Official listed in Section 2.2.1. Only questions submitted in writing and answered in writing by the Procurement Official shall be considered official. Any changes to the requirements, if made, will be via an addendum to the IFB, as described in Section 2.9, Addenda. Only changes made via an addendum shall be binding. The State will respond to all written questions submitted by the due dates as stated in Section 2.3, Key Action Dates, with all questions and answers posted to Cal eProcure in the form of a Question and Answer set. Questions received after the dates indicated will only be answered by the State as time allows as solely determined by the State, and therefore may remain unanswered. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A Bidder that desires clarification or further information on the content of the IFB, but whose questions relate to the proprietary aspect of that Bidder’s proposal and which, if disclosed to other Bidders, would expose that Bidder’s proposal to its disadvantage, may submit such questions in

the same manner as above, but also marked "CONFIDENTIAL", and not later than the scheduled dates specified in Section 2.3, Key Action Dates, to ensure a response. The Bidder must explain why any questions are sensitive or proprietary in nature. If the State concurs with the Bidder that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered directly to the Bidder in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified. The Bidder may then waive its claim of Confidentiality if it desires the State to provide an answer.

2.2.3 Intent to Bid

Bidders that want to participate in this solicitation shall submit a completed Exhibit 1: Intent to Bid and Exhibit 2: Confidentiality Statement, to the Procurement Official listed in Section 2.2.1 by the date identified in Section 2.3, Key Action Dates. Submittal of both exhibits may be via email.

It shall be the Bidder's responsibility to immediately notify the Procurement Official identified in Section 2.2.1, Procurement Official in writing, regarding any revision to the contact person information. The State shall not be responsible for bid correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person. A Bidder must also notify the Procurement Official if its intent to bid changes.

2.3 Key Action Dates

Key Action Dates provided in Table 1 contains pertinent dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this IFB with the exception of dates listed after the Bidder's Submission of Final Bids. Dates listed after the Bidder's Submission of Final Bids are estimated and may be adjusted without addendum to this C4DNCS19. All times listed are for Pacific Time.

The Key Action Dates in Table 1, below, are for all Categories unless specified otherwise.

Table 1: Key Action Dates

STEP	ACTION	DATE AND TIME
1	State release of eVAQ IFB	9/20/19
2	State release of the IFB	10/30/19

STEP	ACTION	DATE AND TIME
3	Bidders Conference	11/14/19
4	Last date to submit written questions, Intent to Bid and Confidentiality Statement (Group 1 Categories)	12/24/19
5	Last date to request changes (Group 1 Categories)	11/26/19
6	Conceptual Discussions (Group 1 Categories)	12/11/19 – 12/16/19
7	Last day to submit Final Proposals, Business Requirements and remaining Part 1 Exhibits (Group 1 Categories) Last Day to have eVAQ approved by CDT (if bidding Group 1 Categories)	2/14/20
8	Evaluation Period (Group 1 Categories)	2/18/20 – 3/2/20
9	Invitations to Negotiations sent by (Group 1 Categories)	3/2/20
10	Confidential Negotiations with Bidders (Group 1 Categories)	3/3/20 – 4/2/20
12	Bidder's Submission of Best and Final Offer (Group 1 Categories)	TBD – Identified in State's BAFO request.
13	Contract Award and Execution (Group 1 Categories)	4/14/20
14	Last date to submit written questions, request for changes, Intent to Bid and Confidentiality Statement (Group 2 Categories)	4/13/20
15	Conceptual Discussions (Group 2 Categories)	5/11/20 – 5/22/20
17	Last day to submit Final Proposals, Business Requirements and remaining Part 1 Exhibits (Group 2 Categories) Last Day to have eVAQ approved by CDT (if ONLY bidding Group 2 Categories)	6/29/20
18	Evaluation Period (Group 2 Categories)	6/30/20 – 7/13/20
19	Confidential Negotiations with Bidders (Group 2 Categories)	7/14/20 – 8/3/20
20	Bidder's Submission of Best and Final Offer (Group 2 Categories)	TBD – Identified in State's BAFO request.
21	Group 2 Categories Awarded	8/24/20

2.4 Rules Governing Competition

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of telecommunications goods and services by public bodies in the State of California.

2.5 Identification and Classification Solicitation Requirements

The State has established certain requirements with respect to bids to be submitted by prospective Contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the solicitation indicates a requirement or condition which is mandatory.

A deviation of any non-negotiable requirement identified in Section 3.5, Negotiations, will disqualify a vendor from participating in Negotiations and Contract Award.

A deviation of any mandatory requirement (other than the non-negotiable requirements identified in Section 3.5, Negotiations) must be resolved to the State's satisfaction during negotiations and corrected in the bidder's BAFO.

The words "should" or "may" in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

All requirements listed in this IFB with an (M) are Mandatory. Bidders must indicate their willingness and ability to satisfy these requirements in Exhibit 3, Response to IFB Requirements.

2.6 IFB Documents

This IFB includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the Contract(s) to be executed between the State and the successful Bidder(s).

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Bidder shall immediately notify the Procurement Official identified in Section 2.2.1, Procurement Official, of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Section 2.9, Addenda. Such clarifications shall be given by written notice to all parties who have identified themselves as Bidders to the Procurement Official

identified in Section 2.2.1, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the IFB contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of bids, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.7 Examination of the Work

The Bidder should carefully examine the entire IFB and any addenda thereto, and all related materials and data referenced in the IFB or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

2.8 Confidentiality

The contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence until the contract awards are publicly announced. Bidders should be aware that marking a document "confidential" or "proprietary" in a Final Bid may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document. The content of all working papers and discussions relating to the Bidder's proposal shall be held in confidence indefinitely, unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or the evaluation of the bid. Any disclosure of confidential information by the Bidder is a basis for rejecting the Bidder's proposal and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code section 19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

2.9 Addenda

The State may modify IFB C4DNCS19 prior to the date fixed for Contract Award by issuance of an addendum to all Bidders who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively.

2.10 Bidder's Cost

Costs for developing proposals and bids are the responsibility entirely of the Bidder and shall not be chargeable to the State.

2.11 Signature of Bid

A cover letter shall be considered an integral part of the Final bid and any bid form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. A cover letter form has been provided as Exhibit 5, Cover Letter Form.

2.12 Irrevocable Offer

A Bidder's Final Bid is an irrevocable offer for 180 calendar days following the scheduled date for Contract Award specified in Section 2.3, Key Action Dates. A Bidder may extend the offer in the event of a delay of Contract Award.

2.13 False or Misleading Statements

Bids which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Bidder may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the Bid.

2.14 Employment of Undocumented Aliens (M)

As applicable to public works, no State agency or department, as defined in PCC § 10335.7, that is subject to this code, shall award a public works contract to a Bidder or Contractor, nor shall a Bidder or Contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented aliens PCC § 6101.

2.15 Antitrust Claims (M)

As applicable to public works, the Contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the Contractor and all additional

assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

Recovery for a cause of action assigned under GC §§ 4550 – 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under GC §§ 4550 – 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

2.16 Incorporation eVAQ Requirements and General Provisions (M)

Bidders are advised that all Contracts awarded as a result of this IFB shall automatically incorporate by reference all Requirements, Terms and Conditions and General Provisions of the eVAQ. The Bidder's eVAQ, in its entirety, shall be incorporated into any Contract awarded as a result of this IFB, and shall remain in effect after eVAQ expiration, and throughout the life of any contract awarded as a result of this IFB, including all optional years.

2.17 Bidder Qualifications (M and Non-Negotiable)

Bidders must meet all financial and experience qualifications identified in Exhibit 4, Bidder Qualifications. The references provided by the Bidder must validate the experience claimed. If the State determines the reference does not validate the experience claimed by the Bidder, the State may request the Bidder provide a new reference.

2.18 Confidentiality Statement (M)

Bidders must agree to the State's confidentiality requirements by submitting a signed Exhibit 2, Confidentiality Statement, as indicated in Section 2.3, Key Action Dates. The Confidentiality Statement applies to all CALNET Customer information, and all references in the Confidentiality Statement to the California Department of Technology apply equally to individual CALNET Customer entities as appropriate.

2.19 Ability to Perform (M)

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources required to successfully perform under the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation and negotiation, the State is unable to assure itself of the Bidder's ability to perform under the Contract if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary. If such information is required, the Bidder will be so notified and will be permitted five Business Days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the Bidder's firm.

2.20 Primary Bidder (M)

Each Contract Award, if made, will be to a primary Bidder. Each selected primary Bidder will be responsible for successful performance of all Subcontractors and support services offered in response to this bid. Furthermore, the State will consider each primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

2.21 Cover Letter (M)

The Bidder must submit a signed cover letter utilizing the form provided as Exhibit 5. The Bidder shall not add additional language within the Cover Letter. Conditional statements and exception language within the Cover Letter and/or not accepting the terms and conditions of this solicitation as written by the state, will be considered a deviation in accordance with Section 2.5 Identification and Classification of Solicitation Requirements.

2.22 Subcontractors (M)

Nothing contained in the resulting Contract shall create any relationship between the State and any Subcontractors, and no subcontract shall relieve the Bidder of its responsibilities and obligations. The Bidder is fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them.

CALNET CMO written approval shall be required for the replacement of any Subcontractor:

1. Identified as expected to receive fifteen percent or more of the estimated gross annual revenue of the Contract;
2. Validation that the replacement is a DGS certified DVBE (see Section 2.28, DVBE Program and Incentive) as applicable; and,
3. When the Bidder is claiming at least twenty-five percent (25%) California certified small business Subcontractor participation (see Section 2.27, Small Business Preference) and the Subcontractor is a named DGS certified small business, provide validation as applicable.

The Contractor shall not change a Subcontractor if such changes conflict with the work to be performed under this Contract. For DVBE Subcontractor changes, the Contractor shall utilize another DVBE Subcontractor. For DGS Small Business Subcontractor changes, the Contractor shall ensure that twenty-five percent (25%) of the revenue will continue to go to DGS Small Businesses if the Small Business preference was awarded based on twenty-five percent (25%) subcontracting per Section 2.27, Small Business Preference. The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven Business Days prior to the existing Subcontractor's termination. If this should occur, the Contractor should be aware that the State contract administrator or designee must approve any changes to the Subcontractors prior to the termination of existing Subcontractors agreements. This also includes any changes made between submittal of the Final Bid and actual start of the Contract.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new Subcontractor(s) ready to begin work on the Contract.

The Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any Subcontractor. The Contractor is solely responsible for any payments to or claims made by Subcontractors.

2.23 Contractor's License (M)

Contractors and Subcontractors performing cable and/or wiring installation work or structural modifications for the State are required to have the appropriate State Contractor's License. The License must be in the name of the company or the name of the "qualifying individual" of the company. It is the Bidder's responsibility to ensure any Subcontractor that the Bidder chooses to use in performing cabling and wiring maintains an appropriate State Contractor's License. The Contractor shall provide proof of licensing upon request.

2.24 Workers' Compensation (M)

The Prime Contractor shall maintain statutory (Section 3700 of the California Labor Code) Workers' Compensation for all its employees who will be engaged in the performance of the Contract, and agree to furnish the State satisfactory evidence thereof at the time the State may so request.

2.25 Service Taxes, Fees, Surcharges and Surcredits (M)

The Bidder agrees to comply with FCC, CPUC and other jurisdictional taxes, fees, surcharges and surcredits (Fees) per General Provisions - eVAQ Section Service Taxes, Fees, Surcharges and Surcredits, and the SOW Business Requirements Section G.6.7, Service Taxes, Fees, Surcharges, and Surcredits. Any addition or changes will be implemented in accordance with those sections.

2.26 Bidder's Preference and Incentive Declaration (M)

The Bidder must complete and submit Exhibit 9: Bidding Preference and Incentives, with its bid. The Bidder must indicate on Exhibit 9 whether it is or is not claiming each preference and/or incentive. Refer to Section 4, Bid Evaluation, for details on the amount and application of preference and incentive points during proposal evaluation.

2.27 Small Business Preference

Sections 14835, et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who are certified by the Department of General Services (DGS) as a Small Business, or to Bidders who are not certified by DGS as a Small Business but claim at least twenty-five percent (25%) California certified Small Business Subcontractor participation. The rules and regulations of this law, including the definition of a Small Business, or qualifying non-Small Business, are in California Code of Regulations, Title 2, Sections 1896, et seq. Small Business Nonprofit Veteran

Service Agency (SB/NVSA) prime Bidders that are California Small Business certified and meet the requirements under Military and Veterans Code sections 999.50, et seq. are eligible for the five percent (5%) Small Business preference.

More information regarding the Small Business preference may be found on the [Department of General Services website](#).

The Small Business Preference is optional on the part of the Bidder (not Mandatory), is for Bid evaluation purposes only, and does not alter the amount of the awarded Contracts. If a Bidder is claiming the Small Business preference, it must complete and submit as part of its bid response, Exhibit 9, Bidding Preferences and Incentives.

Bidders claiming the Small Business preference must also complete and submit as part of the Final Bid response, [Exhibit 6, GSPD-05-105 Bidder Declarations](#). Bidders that are not DGS certified Small Businesses but who are claiming the Small Business preference based on subcontracting at least twenty-five percent (25%) of their awarded revenue to DGS certified Small Businesses must also complete and submit as part of the Final Bid response, an Exhibit 10, Commercially Useful Function Statement, for each Small Business subcontractor.

A Bidder claiming the Small Business Preference by using DGS certified Small Business Subcontractors shall be contractually obligated to use those Subcontractors for the corresponding work identified, unless the State agrees in writing to a substitution per 2 CCR §1896.10.

Certification applications and required support documents must be submitted to the DGS Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the Final Bid due date; and the OSDS must be able to approve the application as submitted. Bidders may contact the OSDS at (916) 375-4940 for any information or questions concerning certification.

2.28 DVBE Program and Incentive

For the purpose of this solicitation the DVBE program participation requirement has been waived, but the DVBE Incentive is still applicable.

DVBE incentives will be applied pursuant to California Code of Regulations (CCR), Title 2, §§1896.99.100 and 1896.99.120. The incentive will be applied during the evaluation process, and will only be applied to responsive bids from responsible Bidders providing at least one percent DVBE participation. The incentive amount is based on a scale under which Bidders obtaining

higher levels of participation qualify for greater incentive amounts, according to Table 2, DVBE Incentive Scale, below. The minimum incentive amount for this IFB is one percent of the total available points not including points for socioeconomic incentives or preferences, with a maximum incentive amount of two percent (2%) of those total available points.

Table 2: DVBE Incentive Scale

Confirmed DVBE Participation of:	DVBE Incentive
5% or more	2.00%
4% up to 4.99%	1.75%
3% up to 3.99%	1.50%
2% up to 2.99%	1.25%
1% up to 1.99%	1.00%
Less than 1%	0.00%

The awarded DVBE incentive points will be included in the sum of non-cost points. Application of the incentive shall not displace an award to a Small Business with a Non-Small Business.

Claiming a DVBE Incentive is optional on the part of the Bidder (not Mandatory), is for bid evaluation purposes only, and does not alter the amount of the awarded Contracts. Bidders claiming a DVBE incentive must complete [Exhibit 6, GSPD-05-105 Bidder Declarations](#) and Exhibit 7, [STD 843 Disabled Veteran Business Enterprise Declaration](#). Bidders who are claiming the DVBE Incentive based on subcontracting to DSG certified DVBEs must also complete and submit as part of the Final Bid response, an Exhibit 10, Commercially Useful Function Statement, for each DVBE Subcontractor.

A separate STD 843 must be completed by California-certified DVBE owners and managers of each DVBE firm that will be participating in the awarded purchase document.

A Bidder claiming the DVBE Incentive by using DGS certified DVBE Subcontractors shall be contractually obligated to use those Subcontractors for the corresponding work identified, unless the State agrees in writing to a substitution.

2.29 Commercially Useful Function

All certified small business, micro business, and/or DVBE Contractors, Subcontractors or suppliers identified in the bid response used to fulfill the requirements for one or more of the socio-economic programs (e.g., Small Business Preference or DVBE Incentive) must perform a Commercially Useful

Function (CUF) in the resulting Contract. As stated in Military and Veterans Code section 999(b)(5)(B) and Government Code section 14837(d)(4)(A) for the DVBE and small business programs, a business performing a Commercially Useful Function is one that does all of the following:

1. Is responsible for the execution of a distinct element of the work of the Contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business, services and function.
4. Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payments.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A certified small business, micro business, and/or DVBE Contractor, Subcontractor or supplier will not be considered to perform a commercially useful function if the Contractor's, Subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of Small Business or DVBE participation.

The Bidder must complete Exhibit 10: Commercially Useful Function (CUF) Statement for each Small Business and/or DVBE (prime and/or Subcontractor(s)).

At the State's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information as specified in Exhibit 10 with the proposal may be grounds for rejection of a Small Business or a DVBE Incentive claim.

2.30 Target Area Contract Preference

Preference will be granted to the California-based Bidders in accordance with Government Code section 4530 whenever agreements for goods and services are in excess of \$100,000 and the Bidder meets certain requirements, as defined in the California Code of Regulations (Title 2, section 1896.30), regarding labor needed to produce the goods or provide the services being procured. The Target Area Preference is optional on the part of the Bidder

(not Mandatory), is for bid evaluation purposes only, and does not alter the amount of the awarded Contracts. Bidders desiring to claim Target Area Contract Preference Act (TACPA) preference shall complete Exhibit 8, [STD 830 Target Area Contract Preference Act – Preference Request for Goods and Services](#), and submit it with the Final Bid. Additional instructions are provided on the form.

2.31 Declaration Forms (M)

All Bidders must complete an Exhibit 6, Bidder Declaration GSPD-05-105 for each Category being bid and include it with the Final Bid response. When completing the declaration, Bidders must identify all Subcontractors proposed for participation in the Contract. Bidders awarded a Contract are 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.

At the State's option prior to award, Bidders may be required to submit additional written clarifying information.

2.32 Customer Orders (M)

Customers will place orders using the STD. Form 20 (Telecommunications Service Request (STD. 20)), the STD. 65 (Purchasing Authority Purchase Order (STD. 65)), or if non-state, the Customer's purchase document of choice. The State will provide User Instructions and assign criteria for ordering against the Phase 2 Category Contracts awarded as a result of this IFB. In some cases Customers may be required to solicit competitive offers from awarded CALNET Contractors who have qualified for the Category, at the Procurement Value associated with the Customer's project. Customers may solicit offers from multiple CALNET Contractors even when there is not a requirement to do so. Contractors may offer prices that are less than their CALNET C4DNCS19 Contract maximum pricing in accordance with Individual Price Reduction (IPR) provisions in the SOW Business Requirements, Section G.9, Individual Pricing Reductions (IPR).

2.33 Performance Bond Notice (M)

Solicitations may require a performance bond. If required, the customer's Scope of Work will identify the specific amount or percentage values of the required bond. In such cases, the Contractors will be required to submit a performance bond.

2.34 Public Works Requirements (M)

For all instances where the Customer orders for services require the Contractor to perform Public Works as defined by California Labor Code section 1720, the Contractor shall comply with the following requirements for that work:

1. In accordance with the provisions of section 1773 of the California Labor Code, except as allowed in section 1771, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the Customer order.
2. Pursuant to section 1770 of [the California Labor Code, the Department of Industrial Relations \(DIR\)](#) has ascertained the general prevailing rate of wages in the county in which the work is to be done. The [Department of Industrial Relations, Prevailing Wage Unit](#) may be contacted at (415) 703-4774.
3. Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on STD 807 when the order involves public works expenditure (labor/installation costs) in excess of \$25,000. Such bond shall be in a sum not less than one-half the order price for the public works portion of the labor/installation costs. Forms will be made available to the Contractor.
4. Each participating Prime Contractor that submits a public works offer shall provide a list of proposed Subcontractors (Public Works), with its offer or indicate that none are to be used. The State reserves the right to approve or object to the use of proposed Subcontractors on the list.
5. Each participating Prime Contractor that submits a public works offer must certify that it is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing with the performance of work of this Contract. A Workers'

Compensation Certification must be completed and submitted with an original signature with the Contractor's offer.

2.35 Labor Laws to be Observed (M)

1. Labor

Pursuant to section 1775 of the California Labor Code and except as allowed in section 1771, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the order is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid by the Contractor, or its Subcontractor, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

Pursuant to sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than 40 hours in any calendar week, in violation of sections 1810-1815 of the California Labor Code, inclusive.

2. Travel and Subsistence Payments

The Contractor shall pay the travel and subsistence of each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code section 1773.8.

3. Apprentices

Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations, section 200 et seq. Each Contractor and/or Subcontractor must, prior to commencement of the public works Contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required rationale

there under. Responsibility for compliance with this section lies with the Prime Contractor.

4. Payroll

The Contractor shall keep an accurate payroll record showing the name, address, Social Security Account Number, work classification and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be made available for inspection as specified in section 1776 of the California Labor Code.

2.36 Federal Universal Service Fund (M)

Federal Grant programs available to schools and libraries under Universal Service Fund require suppliers to be certified as a Universal Service Administrative Company (USAC) and to meet federal requirements for timeliness and accuracy in processing E-Rate requests and invoicing. Since qualified Entities may use the CALNET Contracts for purchases that are supported by the Federal Universal Service Fund, successful CALNET Contractors shall be responsible for all federally required forms when utilizing the CALNET Contracts for such transactions, including FCC Form 473, Service Provider Annual Certification Form, and FCC Form 498, Service Provider Identification Number and Contact Information Form.

2.37 Amendment (M)

Any Contract executed as a result of this IFB, may be amended, consistent with the terms and conditions of the eVAQ and by mutual consent of both parties (with the exception of exercised Term options), subject to approval by the STP.

2.38 Availability (M)

If at any time after award of this Contract, the Contractor becomes unable to provide any part of its contracted services, the Contractor must, within ten Business Days, notify the State in writing to seek a potential resolution, and if appropriate, propose a replacement of those services which it can no longer provide. The replacement must be at no cost to the State, and shall be materially equivalent to or exceed the proposed service which was previously offered and accepted by the State in the Contractor's Final Bid or awarded Contract.

The State shall reasonably determine if the proposed replacement is acceptable. An inability to provide a Mandatory requirement may be grounds for Contract termination in whole or in part.

2.39 Glossary (M)

The Glossary shall be incorporated within the Contracts awarded as a result of this IFB C4DNCS19. This Glossary is provided in this IFB's SOW, Appendix A. Bidders shall agree to the Glossary without exception.

2.40 Bidding Rules

2.40.1 Rules Governing Competition

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of telecommunications goods and services by public bodies in the State of California.

2.40.2 Joint Bids

Joint Bids are not applicable.

2.40.3 Withdrawal and Resubmission of Bids

A Bidder may withdraw its Final Bid at any time prior to the Final Bid submission date and time specified in Section 2.3, Key Action Dates, by submitting a written notification of withdrawal signed by the Bidder's authorized person that signed the cover letter per Section 2.21, Cover Letter. The Bidder may thereafter submit a new or modified bid prior to such bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Bids cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Section 4.7, Errors in the Final Bid.

2.40.4 Rejection of Bids

The State may reject any or all bids and may waive any deviation or defect in a bid. The State's waiver of any deviation or defect shall in no way modify the IFB documents or excuse the Bidder from full compliance with the IFB specifications if awarded the Contract.

2.40.5 Bidder Representatives

Any correspondence, communication or meetings between the State and the Bidder during the procurement process shall not include third party representatives (i.e., Lobbyists, Bidder's Consultants). The State reserves the right to limit correspondence and communications recipients or meeting attendees.

2.40.6 Financial Stability

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the procurement and the life of the awarded Contracts.

3 BIDDING STEPS, FORMAT, AND SUBMISSION REQUIREMENTS

This solicitation contains a final phase as further described in this section.

Refer to Section 2.3, Key Action Dates to determine due dates and times for each phase and mandatory steps included in this solicitation.

3.1 Final Phase

The final phase consists of a Final bid (Mandatory) and if requested by the State a Best and Final Offer (BAFO).

The purpose of the final phase is to obtain complete bids that are responsive in every respect. The Final bid is a mandatory step for all bidders.

The Final bid must be complete, and include all cost information, required signatures, and contract changes issued by the State via an addendum, if any. Cost must be submitted under a separate, sealed cover, as identified in Section 3, Bidding Steps, Format and Submission Requirements.

Bidders that submitted Final bids meeting the criteria identified in Section 3.5, Negotiations, will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Bidders that participated in the Negotiation Process as identified in Section 4.11, Negotiation Phase.

3.2 Withdrawal and Resubmission/Modification of Bids

A bidder may withdraw its Final bid at any time prior to the Final bid submission date and time specified in Section 2.3, Key Action Dates, by

submitting a written notification of withdrawal signed by an authorized representative of the bidder in accordance with Section 2.11, Signature of Bid. The bidder may thereafter submit a new or modified bid prior to the respective bid submission date and time specified in Section 2.3, Key Action Dates. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final bids cannot be changed or withdrawn after the deadline date and time designated for receipt, except as provided in the solicitation.

3.3 Disposition of Bids

All materials submitted in response to this solicitation will become the property of the State of California and will be returned only at the State's option and at the bidder's expense. At a minimum, the master copy of the Final bid shall be retained for official files and will become a public record after the Notification of Award is posted. However, materials the State considers as confidential information (such as confidential financial information submitted to show bidder responsibility) will be returned upon request of the bidder.

3.4 Protests

This solicitation is being conducted under (PCC) §6611 et seq; protests are not applicable to this solicitation.

3.5 Negotiations

The State will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the State's ability to obtain a value effective solution. The State will use the following non-negotiable items to determine if a Bidder's Final bid response is successful and the Bidder is eligible for Negotiations in accordance with Section 4.11 Negotiation Phase:

1. The Bidder must have been approved through the eVAQ process and deemed a pre-qualified vendor by Final Bid Submission Key Action Date.
2. The Bidder must have demonstrated they meet all financial requirements identified in the Bidder Qualifications, Exhibit 4. This will be established via the Financial Stability document provided by the Bidder.
3. The Bidder must have demonstrated they meet all experience qualifications requirements identified in the Bidder Qualifications, Exhibit 4. This will be established via the references provided by the Bidder.

As long as a Bidder meets the non-negotiable criteria above for a minimum of one category they will be eligible for an invitation to participate in negotiations for the categories the bidder was determined to be qualified. Negotiated items will be determined by the State after Final bids are evaluated. If a Bidder’s bid deviates from any of the non-negotiable requirements above, the bid will be rejected and not considered for negotiation or Contract Award. Any deviation of any requirement other than the mandatory non-negotiable requirements above, must be resolved to the State’s satisfaction during negotiations and corrected in the Bidder’s BAFO.

3.6 Submission Requirements

3.6.1 Date, Time and Address of Submittals

Mail or deliver bids to the Procurement Official listed in Section 2.2.1, Procurement Official. If mailed, it is suggested that Bidders use certified or registered mail with return receipt requested, as delivery of documents is at the Bidder’s own risk of untimely delivery, lost mail, etc.

Proposals and bids must be received not later than the dates and times specified in Section 2.3, Key Action Dates. A Final Bid not received by the date and time specified in Section 2.3, Key Action Dates, or not sealed, may be rejected.

Bids should be submitted as follows:

Table 3 - Bid Submission Addresses

Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
California Department of Technology Statewide Technology Procurement Attn: Nicole Delgado and Emily Klahn 10860 Gold Center Drive, Suite 200 – Security Desk Ranch Cordova, CA 95670	California Department of Technology Statewide Technology Procurement Attn: Nicole Delgado and Emily Klahn Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741

3.6.2 Packaging and Labeling

Bidders may provide all of their bid documents for all Categories being submitted at the same time within the same package (box or boxes). The overall package shall be sealed and labeled as follows:

1. The Bidder's name and address
2. The IFB number " IFB C4DNCS19"
3. Identification of the submittal as "Final Bid"
4. Box "# of #", if more than one box is required for the entire submission.

Each binder must be plainly marked with:

1. The Bidder's name
2. The IFB number "IFB C4DNCS19"
3. Identification of the submittal as "Final Bid" and the due date of the submission
4. The number and name of the Category, e.g., "Category 21, Standalone VoIP"
5. The Volume number and title as appropriate for the type of submittal as listed below:
6. Final Bids shall contain up to three (3) Volumes as described in Section 3.7, Final Bids.

For the Final Bids, each Category's Volume 3, Cost Information should be in its own sealed package (or envelope) that is separate from Volumes 1 and 2 and also separate from the Volume 3 Cost Information of any other Category. Each separately sealed Volume 3 within it, must all be clearly marked with:

1. The Bidder's name
2. The IFB number, as "IFB C4DNCS19"
3. The Category Bid, e.g., "Category 21, Standalone VoIP"
4. "Volume 3, Cost Information"

If the Cost Information is not submitted in its own separately sealed package (or envelope), the bid may be rejected.

3.6.3 Digital Accessibility

CDT is requiring Bidders to adhere to the Americans with Disabilities Act (ADA) Digital Accessibility requirement in accordance with the refreshed Section 508 of the Rehabilitation Act (29 U.S.C. § 794d) and California Government Code (GC) Section 11546.7 (Assembly Bill 434), Section 7405 and 11135. As a result of complying, the Bidder(s) is responsible for

ensuring the Contract document(s) provided by CDT remain in the ADA digital accessible format received. All Contract documents altered during the course of this procurement or after award, including amendments, must adhere to the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA (or subsequent versions) success criteria. The CALNET Program reserves the right to perform ADA accessibility testing on submitted Contract documents to verify conformance. Contract documents submitted to the CALNET Program after award may be subject to Deficiency Charges if not compliant with the Microsoft (MS) Word 2013 or higher Accessibility Checker in accordance with SOW Business Requirements, Section G.2.2.1, CPM Deficiencies and Charges.

In order to meet the WCAG 2.0, Level AA success criteria, the Bidder(s) must follow the directions provided below in regards to Contract document submittals:

1. Do not adjust format styles, headers, font, etc. set by CDT and use all existing fonts and formatting styles when making changes to Contract document(s) including, those documents altered for amendment(s);
2. Prior to submitting documents to the CDT and/or the CALNET Program, inspect all MS Word 2013 or higher documents for content accessibility using the Microsoft Word Accessibility Checker and address all errors and warnings discovered by the Microsoft Word Accessibility Checker.

3.6.4 Formatting

1. Bidders shall not add logos, graphics, or backgrounds to any portion of IFB C4DNCS19.
2. Bidders shall not modify any portion of the original text or format of this solicitation (including header or footer text) and Bidder's response shall be submitted as originally presented by the State, except:
3. Bidders shall only modify the title page, "Enter Bidder Name Here" to include the Bidder's name in the text, font and format as provided; and,
4. When adding a watermark to the Master copy of the bid;
5. Where Bidders are instructed to provide a response.
6. Hard Copy Submissions should:

7. Be on standard 8.5" x 11" paper. Hard copy of large size drawings shall not be larger than Standard E-size format; and,
8. Use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material.
9. Soft Copy Submissions should:
10. Be in searchable Microsoft Word and Excel (version 2013 or higher) as appropriate, or compatible, except:
11. Electronic files of drawings shall be in AutoCAD Reader 2010 Version 18, Release 24 or newer (.dwg) or Microsoft Visio 2003 or newer (.vsd), or compatible; and,
12. Exhibits requiring signatures may be submitted in PDF format.
13. Use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material.
14. Be organized into appropriate files and folders designed for easy access.
15. Be separate files as originally released by the State (this does not apply to any Exhibits). Exhibits must be submitted as individual files.
16. Bid documents should not be combined into one large document (e.g., do not combine the SOW Business Requirements document and the exhibit document together).
17. Be separate files as originally released by the State and shall not be embedded as an attachment in a master document.

3.6.4.1 Specific Formatting by Volume

1. Volume 1 – IFB Part 1 Exhibits shall be provided in the following number of copies:
2. One Master hard copy (printed marked "Master")
3. SharePoint upload: Exhibits should be uploaded to a folder labeled "Volume 1"
4. Volume 1 – SOW Business Requirements shall be provided in the following number of copies:

5. SharePoint upload: SOW Business Requirements should be uploaded to a folder labeled "Volume 1", one with all documents watermarked "Master")
6. Volume 2 – Category Requirements shall be provided in the following number of copies:
7. SharePoint upload: category documents should all be uploaded to a folder labeled "Volume 2" and should further be organized by subfolders labeled by each category, one with all documents watermarked "Master")
8. Volume 3 – Cost Information shall be provided in the following number of copies:
9. SharePoint upload: all Cost Information should be uploaded to a folder labeled "Volume 3" and should be further organized by subfolders labeled "Cost Worksheets", "Cost Supporting Literature", and "Catalog A", one with all documents watermarked "Master")
10. For the SharePoint uploads, please avoid use of .zip files
11. If you the bidder has a need to delete a file that has been uploaded to SharePoint, the bidder may do so by phone or email request to the Procurement Official prior to the Final Bid submission date.

3.7 Final Bids

Final Bids not received by the date and time indicated in Section 2.3, Key Action Dates, shall not be evaluated. Delivery requirements shall be as defined in Section 3.6, Submission Requirements.

The Bidder's Final Bid must be a complete submission. Before submitting its Final Bid, the Bidder should carefully proof it for errors and adherence to all IFB requirements.

3.7.1 Organization of Submission

The Bidder's response shall be in the order indicated below. Instructions for individual items are in Section 3.7.2, Specific Instructions for Final Bid Items.

1. Volume 1 – IFB Part 1 Exhibits Requirements (hard and soft copy)

Volume 1 – Response to Common Administrative Requirements contains each item listed below, applicable to all Categories, in the following order – all soft copies shall be provided as separate files.

1. IFB Part 1, Exhibits (except Exhibits noted below that are to be submitted individually by category in Volume 2)
2. Volume 1 – Response to the SOW Business Requirements (SharePoint upload only)
3. Complete response to the SOW Business Requirements common to all Categories.
4. Volume 2 – Response to Unique Category Requirements (SharePoint upload only)

Volume 2 should contain all information that is unique to each Category being bid, with each Category separated into its own folder (or folders). Each Category submittal should contain the following items:

1. Required IFB Exhibits unique to each Category (as separate files), in the following order:
2. Exhibit 9: Bidder's Preference and Incentive Declaration (Section 2.26)
3. Exhibit 6: GSPD 05-105, Bidder Declaration Forms (Section 2.31)

Preference/Incentive Exhibits, (required to the extent that the Bidder is applying for any of the preference and incentive programs or is proposing to use Subcontractors):

1. Exhibit 7: STD 843, DVBE Declarations (required if claiming a DVBE incentive per Section 2.28.)
2. Exhibit 8: STD 830, TACPA Preference Request (required if claiming TACPA preference per Section 2.30.)
3. Exhibit 10: Commercially Useful Function Statement (required if claiming a subcontracting preference or a DVBE subcontracting incentive per Section 2.29.)

SOW Submittals unique to each Category:

1. Complete response to SOW Business and Technical Requirements
2. Volume 3 – Cost Information (SharePoint upload only)

A separately sealed and labeled Volume 3 envelope should be submitted for each Category being bid. Each submitted Volume 3 should contain:

1. Cost Worksheets

2. Cost Supporting Literature (only required if offering Unsolicited priced items)
3. Catalog A per Section 3.7.2.3, Catalog A

Note to Bidder: Requirements that state the “Bidder shall provide” means that the Bidder must fulfill the specific requirements and submit with the response. Requirements that state the “Prime Contractor shall provide” means that the responsibility to fulfill the requirements are the responsibility of the Prime Contractor after Contract Award.

Example:

If a Bidder is submitting a bid for Categories 20 and 21 its submission will consist of:

1. One binder (with SharePoint upload) of Volume 1 – Response to Common Administrative Requirements.
2. SharePoint upload of Volume 1 – Response to the SOW Business Requirements.
3. SharePoint upload of Volume 2 Response to Unique Category Requirements for Category 20.
4. SharePoint upload of Volume 2 Response to Unique Category Requirements for Category 21.
5. SharePoint upload of Volume 3 – Cost Information for Category 20.
6. SharePoint upload of Volume 3 – Cost Information for Category 21.

3.7.2 Specific Instructions for Final Bid Items

Bidders shall adhere to the following instructions concerning specific portions of their Final Bid. Bidders shall include the following items.

3.7.2.1 SOW Mandatory Business and Technical Requirements

1. RESPONSE TO MANDATORY REQUIREMENTS

All Mandatory and Mandatory Scorable (M-S) requirements in the SOW’s Business and Technical Requirements will have a Bidder response line that states: **“Bidder understands this requirement and shall meet or exceed it? Choose an item.”**

Bidders shall choose either "Yes" or "No" in response to the question to indicate that either a "Yes" that they understand the State's requirement as stated in the SOW and that they shall comply with the requirement, or "No" that they cannot or do not intend to meet the requirement as stated. A Bidder's response of "No" to a Mandatory (M) or Mandatory Scorable (M-S) requirement WILL be considered a deviation and must be resolved to the State's satisfaction in negotiations. Unless otherwise listed, each reference to a SOW requirement includes all aspects of the requirement that may be required in order to provide full functionality of the requirement whether or not every aspect is detailed in the SOW requirement's specification, and whether or not the SOW Section number is included in the response question. All Bidders must provide a response to every requirement within each Category they are bidding.

If the requirement includes a response block which includes a line titled "**Bidder's Description:**" the Bidder shall provide a description or other requested information. The description provided by the Bidder should give sufficient detail for the State to determine how the Bidder will meet the requirement. Failure to provide the required description may be grounds for failure of that Mandatory requirement.

When providing a description, it should be provided in the space immediately following the title "**Bidder's Description:**". Using the final MS Word versions of the SOW provided by the State, the Bidder may expand the space to accommodate its description. Bidders are requested to place all necessary information solicited by IFB for SOW Business and Technical Requirements within the "**Bidder's Description:**" area, and to limit the information to only that which is specific to the requirement. Expansive descriptions may contain statements that contradict the SOW's specific requirements, thereby potentially creating a deviation. Separate supplemental literature or URL's/links should not be provided and may be a deviation. All deviations must be resolved in negotiations to the State's satisfaction and corrected in the bidder's BAFO, if requested.

2. RESPONSE TO MANDATORY TABLES

Many Mandatory requirements also contain tables of Mandatory products or items that the Bidders must respond to. An example is depicted below.

Figure 1: Example of a Mandatory Requirement Table

Line Item	Feature Name	Feature Description	Bidder's Product Description, Restrictions and Limitations	Bidder's Product Identifier	Bidder Meets or Exceeds? Yes or No.
1	MPLS Transport DS1 Port Service at 1.544 Mbps	MPLS Transport DS1 Port service at minimum line rate of 1.544 Mbps			Choose an item.

For each Mandatory table item, the Bidders must respond to the question, "Bidder Meets or Exceed? Yes or No" by choosing either Yes (to indicate that the Bidder will meet or exceed the requirement (or agrees to meet the requirement) or by choosing "No" (to indicate that the Bidder does not commit to meet or exceed the requirement or does not agree to meet the requirement). Lacking any other information, if neither "Yes" nor the "No" is chosen, the response may be evaluated as if the Bidder had chosen "No" (the Bidder did not commit to meet the requirement). A Bidder's response of "No" to a Mandatory (M) or Mandatory Scorable (M-S) requirement WILL be considered a deviation.

For each Mandatory table that includes a field for the Bidder's Product Description, Restrictions and/or Limitations (as in the example in Figure 1) the Bidder has the option to enter limited descriptive text that further clarifies the service/feature requirement. Bidders are not required to enter information in the "Bidder's Product Description, Restrictions and Limitations" field. Conditional or contradictory statements that conflict with the requirements may be considered a deviation. Additionally, providing extensive language or references to online links (URLs) (except where specifically requested) may be considered a deviation and disqualify the Bidder from possible Contract Award. Bidders shall not include marketing language in the "Bidders Product Description, Restrictions and Limitations" field.

In addition to the product description, Bidders may also describe limitations and restrictions common to all service features. Bidders are not required to provide service limitations or restrictions. Bidders are cautioned that any of the following limitations or restrictions

provided by the Bidder are unacceptable and may disqualify the Bidder from possible Contract Award (this is not an all-inclusive list and is provided for example).

- Minimum monthly usage charges (see Section 70 of the General Provisions - eVAQ, Charges);
- Requirements for a minimum order quantity for any service or feature;
- Requirements for the Customers to commit to more than one month's service; or,
- Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.

All deviations must be resolved in negotiations to the State's satisfaction and corrected in the bidder's BAFO, if requested.

3. RESPONSE TO MANDATORY SCORABLE REQUIREMENTS

The SOW Business Requirements and Technical Requirements contain tables where the Bidder is required to commit to a stated minimum level of performance for those Mandatory items that will be scored. Bidders must indicate their commitment by entering either "B" (Basic), "S" (Standard), or "P" (Premier), as applicable, for each SLA. Failing to enter a commitment may be considered a deviation and disqualify the Bidder from possible Contract Award. Refer to Section 4.2.4, Scoring of SOW Business and Technical Requirements, for scoring and points distribution. All deviations must be resolved in negotiations to the State's satisfaction and corrected in the bidder's BAFO, if requested.

4. ADDITIONAL RESPONSE GUIDELINES

If, in the sole opinion of the State, a Bidder's Product Description contradicts the Bidder's assertion that it understands the requirement and will meet or exceed it, the State may declare that the Bidder has not met the requirement, and may be a deviation. Bidders should be aware that descriptions that exceed the minimal requirement specified in the SOW may cause the Bidder to be committed to providing the higher level of service offered by the Bidder in its description at the price offered by the Bidder for the SOW specified requirement.

Where no description is allowed or requested the Bidder must meet the requirement exactly as stated without deviation. The Bidder shall not provide additional language or descriptions in any area not requested. Providing additional language or descriptions in any area not requested may be considered a deviation.

Pricing or cost information should not be included in any response, description or literature submitted by the Bidder within its response to the SOW’s Mandatory Business or Technical Requirements. Failure to comply with this may result in disqualification.

3.7.2.2 Unsolicited Offerings

SOW Technical Requirements may include product tables that will allow the Bidder to offer additional items that are not specified in the requirement. Where the SOW does not offer the Bidder the opportunity to offer Unsolicited items, the Bidder shall not offer them.

Unsolicited items are optional, but if offered by the Bidder, unsolicited items must be relevant to and within the scope of the Technical Requirement of the applicable Category to which the Bidder is responding. Unsolicited offerings may provide additional features or functionalities, but may not replace or negate the State’s requirement or offer a solution that is presented as a replacement in order for the Bidder to bypass the Mandatory requirement. The State reserves the sole right to determine if an Unsolicited item is out of scope or is otherwise not in the State’s program interests. Such items may be rejected by the State up to 90 Business Days after award. See Section 5.6, Removal of Unsolicited Items.

Catalog A does not provide for general descriptions of the service for unsolicited items. Catalog B will be formatted to include general descriptions of the unsolicited items. This general description field can be used to provide an overview of the services listed. When submitting unsolicited items in Catalog A, bidders are encouraged to utilize a single line above each product suite to describe the overall service offering.

Pricing or cost information should not be included in any response, description or literature submitted by the Bidder within its Volume 1 or Volume 2 response to the unsolicited SOW Business or Technical Requirements.

An example of an Unsolicited offering table is provided below.

Figure 2: Example of an Unsolicited Offering Table

Line Item	Feature Name	Bidder’s Product Identifier	Bidder’s Product Description, Restrictions and Limitations
1			
2			

Line Item	Feature Name	Bidder's Product Identifier	Bidder's Product Description, Restrictions and Limitations
3			

For each Unsolicited item, the Bidder shall enter descriptive text in the fields provided.

1. "Feature Name" shall provide the Bidder's unique name of the feature.
2. "Bidder's Product Identifier" shall match the corresponding Bidder's Product identifier provided in their Catalog A the corresponding Bidder's Product Identifier provided in the Cost Worksheets and be 25 characters or less.
3. "Bidder's Product Description, Restrictions and Limitations" shall provide additional information used to differentiate the service or product from other items and to provide any restrictions or limitations as described in Section 3.7.2.1 Item 2 above.

3.7.2.3 Catalog A

Bidders shall submit a Catalog A with their Final Bid Volume 3 that contains all Mandatory and offered Unsolicited SOW Technical Services and associated costs. This catalog shall include information as shown below in Figure 3, and is provided as a separate MS Word file for Bidders to complete and submit with their Final Bid.

Catalog A will become a list of the Bidder's priced items approved by the State for award, and will be part of the Contract. Items not approved by the State for final award shall not be included in the catalog. All changes to Catalog A after Contract Award shall be accomplished in accordance with the State's Contract amendment process.

Figure 3: Example of Catalog A Format

Line Item	Feature Name	Contractor's Product Identifier	Non-Recurring Charge	Monthly Recurring Charge	Unit of Measure
1	MPLS Transport DS1 Port Service at 1.544 Mbps				Circuit

Instructions for completing Catalog A for Mandatory and Unsolicited items are provided below. Bidders are cautioned that any language provided by the Bidder that contradicts the State's requirements may be considered a deviation. All deviations must be resolved in negotiations to the State's satisfaction and corrected in the bidder's BAFO, if requested.

1. Contractor's Product Identifier: shall match the corresponding Bidder's Product identifier provided in their response to the Technical Requirements and the corresponding Bidder's Product Identifier provided in the Cost Worksheet and be 25 characters or less.
2. Non-Recurring Charge: Bidders shall enter the Non-Recurring Charge which must match those submitted in the Bidder's Cost Worksheets.
3. Monthly Recurring Charge: Bidders shall enter the Monthly Recurring Charge which must match those submitted in the Bidder's Cost Worksheets.

The instructions below apply only to Unsolicited items in Catalog A:

1. Feature Name: The Feature Name as provided by the Bidder in the corresponding SOW Technical Requirements table and the Unsolicited Cost Worksheets.
2. Unit of Measure: The unit of measure applicable to the service/feature being offered by the Bidder as provided by the Bidder in the corresponding Unsolicited Cost Worksheets.

3.7.2.4 Cost Worksheet Elements for Mandatory Requirements

The SOW Cost Worksheets elements includes the following fields:

1. Bidder's Product Identifier (25 characters or less)
2. Non-Recurring Charge:

Non-Recurring Charges for services or features shall be provided per Product Identifier excluding any administrative fee, where applicable, in the Cost Worksheets. Cost Worksheets that include "N/A" in the "Non-Recurring Charge" field are intended to designate services and features where the installation charges do not apply or related equipment and/or installation costs are amortized in Monthly Recurring Charges.

3. Monthly Recurring Charge:

Monthly Recurring Charges for services or features shall be provided per Product Identifier excluding any administrative fee, where applicable, in the Cost Worksheets. Cost Worksheets that include "N/A" in the Monthly Recurring field are intended to designate services that are to be priced on a one-time non-recurring basis.

3.7.2.5 Cost Worksheet Elements for Unsolicited Items

Cost tables for Unsolicited items are offered in the Cost Worksheets to allow Bidders to price their offered Unsolicited items. Unsolicited items identified by the Bidder in the Costs Worksheets must match the Unsolicited items in the associated Unsolicited table in the Bidder's response to the SOW Technical Requirements.

Unsolicited items added to the Contract that provide essentially the same functionality as a State identified Mandatory no-charge feature, element or technical requirement not included in the cost sheets shall be provided at no cost.

The State, at its sole discretion, will determine which of the proposed Unsolicited features or elements will be included in the awarded Contract. Bidders are cautioned that Unsolicited items priced above market rates will likely not be included in the Contract. For services, features, or functionality bundled or included as a Mandatory part of the chargeable service, Bidders may provide Unsolicited services under the following conditions:

1. The Unsolicited service/feature represents an unbundling of the services identified in the SOW Technical Requirements, providing the Customer with a more granular means of ordering only the services/features they require.
2. The sum of the Unsolicited unbundled service/features shall not exceed the cost of the Mandatory bundle.
3. The description of each Unsolicited unbundled service/feature clearly identifies all associated Unsolicited unbundled feature(s) that must be ordered.
4. The description contains adequate language and safeguards to prevent duplicate charging of Unsolicited unbundled services/features already included in the bundled services.

The Unsolicited cost tables are Excel worksheets, and the Bidder may expand unshaded columns or rows to accommodate necessary content.

Bidders shall use the Unsolicited tables provided in the Cost Worksheets, and shall only fill in the unshaded cells. Bidders must fill in all unshaded cells for each offered Unsolicited item; reliance upon the prices contained in the published catalog is insufficient. The definition of the elements in the Unsolicited cost tables (Non-Recurring Charge, Monthly Recurring Charge, and Unit of Measure) are the same as those for the Mandatory cost tables as defined above.

In addition to submitting the Cost Worksheets with the Final Bid, the Bidder must also submit, as part of its cost proposal, a dated copy of its published catalog(s) that includes the published product descriptions and published prices, for all Unsolicited items that will be scored per Section 4.10.5.4, Scoring of Unsolicited Item Costs. Such catalogs may be those of the Bidder, or may be of a manufacturer or supplier of the Unsolicited items from whom the Bidder will be obtaining the item. Any active Contract or state and/or federal published tariffs may be considered an acceptable form of a published catalog. A Bidder may submit more than one catalog in order to confirm all Unsolicited offerings within a Category, but the Bidder shall only reference one catalog per Unsolicited item. If the published catalog price list(s), or manufacturer's published price list, is in a separate document from the published catalog descriptions, Bidders must identify both referenced documents and locations in order to allow the State to confirm that the offered prices correspond to the Bidder's Unsolicited product or feature description. The catalog pricing document must also be publicly available, i.e., dated and published.

The published catalogs and published price lists may be organized in any manner deemed appropriate by the Bidder, but should be organized in a manner that facilitates the ability of the State to locate information germane to the requirements. The published catalogs and published price lists are to be included in the Bidder's Volume 3 response, separately for each Category bid.

Failure to provide published documents or catalogs and published price lists with the Bidder's Volume 3 response for any Unsolicited offering will result in a zero (0) point score for the Unsolicited offering.

3.7.3 Bid Submission Checklist

A Final Bid Submission Checklist of submittal documents is provided as Attachment 1. Bidders are encouraged to use the checklist to assist them submit a compliant Final Bid.

The State makes no warranty that the checklist is a full and comprehensive listing of every requirement specified in the IFB. Checking off the items on the checklist does not establish the Bidder's intent nor does it constitute responsiveness to the requirements.

The checklist is only a tool to assist participating Bidders in compiling the Final Bid response and is not required to be submitted with the Final Bid.

4 BID EVALUATION

This section presents the evaluation process and scoring procedures the State will follow to evaluate Bids submitted in response to this solicitation. The evaluation process is a multi-step review of each Bidder's Bid to determine if the Bidder is responsive and responsible, and whether its Bid provides a "value effective" solution to the State. The value effective Bid is the Bid that best meets all requirements set forth in this solicitation and any State negotiated items.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

4.1 Evaluation Team

This procurement is being conducted under the guidance of a Procurement Official from CDT STP (refer to Section 2.2.1, Procurement Official). The Procurement Official will serve as the Bidder's point of contact for questions and clarification, and will identify the rules governing this procurement.

The State will establish an Evaluation Team consisting of State staff to review and evaluate Bids. The State Procurement Official will provide guidance to the Evaluation Team and provide oversight of the evaluation process. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These other individuals do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

4.2 Final Bid Evaluation

This section identifies how the State will evaluate each Final bid in a manner that preserves the integrity of the competitive procurement process.

Final bids will be evaluated based on compliance with all solicitation requirements, using mandatory pass/fail criteria. The evaluation result of each component will be made by consensus of the Evaluation Team members.

Each Category will be evaluated and awarded separately from every other Category. The distribution of evaluation points for each Category is as follows for Categories 20 – 27 and 29:

Table 4: Overall Evaluation Percentages and Possible Points for Categories 20-27 and 29

Evaluation Group	Percentage	Possible Points
Administrative Requirements	Pass/Fail	n/a
Mandatory SOW Business and Technical Requirements	35%	3,500
Mandatory Scorable SOW Business and Technical Requirements (M-S)	5%	500
Cost	55%	5,500
Costs of Unsolicited Offerings	5%	500
Total	100%	10,000

For Category 28, the following distribution of available points is as follows:

Table 5: Overall evaluation percentages and possible points for Category 28.

Evaluation Group	Percentage	Possible Points
Administrative Requirements	Pass/Fail	n/a
Mandatory SOW Business and technical Requirements	40%	4,000
Cost	55%	5,500
Cost of Unsolicited Offerings	5%	500
Total	100%	10,000

For each Category, all Bidders' scores will be averaged, subject to the details of Section 4.11.3, Determination of Bidder's Qualification for Award, as follows:

1. For Categories 20 – 30, each Bidder's total score that is not more than 10% below the average of its Category's total scores will be qualified for an award.

The State retains the right, in its sole judgment, not make awards in any Category, and/or to not include any individual Unsolicited item within any awarded Contract.

4.3 Receipt and Preliminary Review

All Final Bids received by the time and date specified in Section 2.3, Key Action Dates, will be acknowledged as having been received on time. Each bid will be date-and time-marked as it is received, and verified that all it was submitted under an appropriate cover, sealed, and properly identified.

Bidder's Final Bid, Volume 3 Cost, shall remain sealed and in the possession of the Procurement Official listed in Section 2.2.1, until the evaluations of all Bidder response Volumes 1 and 2 have been completed for all Bidders that submitted a Final bid.

The Procurement Official will check all bids for the proper identification and to ensure that required information conforms to the bid format and submission requirements of Section 3.6.4, Formatting.

4.4 Validation of Non-Negotiable Items

The State will review each bid to validate the Bidder's response meets all of the non-negotiable items specified in Section 3.5 Negotiations. If a Bidder fails to meet any of the non-negotiable items, the Bidder's final bid will not be further considered, the Bidder will not be invited to negotiations, and the Bidder will not be considered for contract award. During the evaluation, the State may request that the Bidder clarify any area of the bid that the State determines to be unclear in accordance with Section 4.6, Evaluation Questions.

4.5 Validation Against Requirements

After the State has validated compliance with the non-negotiable items, the State will check each Bid in detail to determine its compliance with the solicitation requirements. Bids must be complete and meet all format and submission requirements as identified in Section 3, Bidding Steps, Format and Submission Requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance. If a Bidder's Bid fails to meet a mandatory requirement, it will be considered a deviation in accordance with Section 2.5, Identification and Classification of Solicitation Requirements. Any

deviation of any requirement other than the mandatory non-negotiable requirements above, must be resolved to the State's satisfaction during negotiations and corrected in the Bidder's BAFO.

During the bid evaluation, the State may request that the Bidder clarify any area of the bid that the State determines to be unclear in accordance with Section 4.6, Evaluation Questions.

4.6 Evaluation Questions

The State may request the Bidder to clarify any area of the Bidder's response that the State determines to be unclear. This request for clarification will not be an opportunity for the Bidder to substantially change its bid, however, the clarification material will substitute the Bidder's response section identified in the State's request for clarification. The State may desire the presence of a Bidder's representative for answering specific questions or may ask such questions in writing. During the evaluation of Final bids, the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to modify its bid except per Section 4.7, Errors in the Final Bid and Section 4.11, Negotiation Phase. The State's evaluation questions and the Bidder's answers, and related follow-up correspondence, shall be confidential with each Bidder, and shall not be made public via posting on the State's website as is the case with general questions described in Section 2.2, Communications and Contacts. The State's questions may be responded to via email to the Procurement Official listed in Section 2.2.1. All statements made in the bidder's response are binding and contractual.

4.7 Errors in the Final Bid

An error in the Final bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the Solicitation, and any unusual complexity of the format and content required by the Solicitation.

Bidders are cautioned not to rely on the State's review of the Bids to discover and report defects and errors in the submitted documents. The State makes no warranty that all such errors will be identified during the review.

If the Bidder's intent is clearly established based on review of the complete Final bid submittal, the State may at its sole option correct an error based on that established intent.

1. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity through the process identified in Section 4.6, Evaluation Questions to validate the resulting correction.
2. It is absolutely essential that Bidders carefully review the cost elements in their Final bids and BAFOs, since they will not have the option to correct errors after the time for submission.
3. The State may request clarification of items in the Bidder's response if the meaning is not clear to the State, utilizing the process identified in Section 4.6, Evaluation Questions. Responses to requests for clarification must be confirmed in writing by the Bidder as instructed by the State's Procurement Official at the time of the request.
4. In the event an ambiguity or discrepancy between any of the State's Solicitation documents, is detected after the opening of bids, the State reserves the right to seek clarification and acceptance from the Bidder.
5. At the State's sole discretion, it may declare all Final bids to be Draft Bids. Bidders may not protest the State's determination of all Final Bids being declared Draft Bids. If all bids are declared to be Draft Bids, the State may issue an addendum to this IFB. Should this occur, confidential discussions may be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Bid to the State. This submission must conform to the requirements of the original IFB as modified by any addenda. The new Final Bids will be evaluated as required by Section 4, Bid Evaluation.

4.8 IFB Requirements Evaluation

Response to Exhibit 3, Response to IFB Requirements, will be evaluated as a pass/fail. If a Bid fails to meet any mandatory requirement specified in the IFB, it will be considered a deviation in accordance with Section 2.5, Identification and Classification of Solicitation Requirements.

4.9 Socioeconomic Programs

Bidders who claim socioeconomic preference or incentive will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claim. If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for any of the claimed programs, then the bidder will not be eligible for the preference or incentive. If the State is able to validate the Bidder's claim, the qualified preference or incentive for the Contractor will be indicated in the ordering instructions after award.

4.10 Evaluation of Final Bids: Business and Technical Requirements Evaluation

Any deviation of any requirement other than the mandatory non-negotiable requirements must be resolved to the State's satisfaction during negotiations and corrected in the Bidder's BAFO.

4.10.1 SOW Business Requirements Evaluation (Pass/Fail)

The State will review the Bidder's response to the SOW Business Requirements to determine whether the bid contains valid responses to all of the Mandatory SOW Business Requirements in accordance with the specific instructions in Section 3.7.2.1, SOW Mandatory Business and Technical Requirements. If a bid lacks a valid response to any requirement (marking "No" to a Mandatory requirement or providing incomplete or conditional description(s)), it WILL be considered a deviation.

4.10.2 Technical Requirements Evaluation (Pass/Fail)

The State will review the Bidder's response to the SOW Technical Requirements to determine whether the bid contains valid responses to all of the Mandatory SOW Technical Requirements in accordance with the specific instructions in Section 3.7.2.1, SOW Mandatory Business and Technical Requirements. A valid response must be provided for all requirements. If a bid lacks a valid response to any requirement (marking "No" to a Mandatory requirement or providing incomplete or conditional description(s)), it WILL be considered a deviation.

4.10.3 Unsolicited Items Technical Evaluation

All Bidders who offer Unsolicited items shall have those items reviewed by the State to determine if they are in scope with their associated SOW Mandatory requirements in accordance with the specific instructions in Section 4.10.3, Unsolicited Offerings. Any offered Unsolicited individual item deemed by the State to be in conflict with SOW Mandatory requirements, out of scope, insufficiently described, or otherwise not in the best interests of the State shall be disqualified from the offering. Offered Unsolicited items that are dependent upon a different disqualified individual Unsolicited offering shall also be disqualified. Unsolicited items may be rejected by the State up to 180 Business Days after award. See Section 5.6, Removal of Unsolicited Items.

Disqualification of Unsolicited offerings, or the failure of a Bidder to offer any Unsolicited items, shall not jeopardize the Bidder's Category bid except to the degree that it affects the Bidder's evaluated Unsolicited cost points per Section 4.10.5.4, Scoring of Unsolicited Item Costs; unless the Bidder has stated that the disqualified Unsolicited item is required in order for a Mandatory item to be functional, in which case the disqualification of the Unsolicited item could create a failure of the Mandatory item. The determination of acceptance or disqualification of individual Unsolicited items shall be the sole right of the State, shall not need justification, and is not subject to protest by any Bidder. The technical evaluation of Unsolicited items shall not be scored for non-cost points.

4.10.4 Scoring of SOW Business and Technical Requirements

Those Bidders that have passed the evaluation of all required information of this IFB as described in Section 4, Bid Evaluation, will have their responses to the SOW's Business and Technical Requirements scored as described below.

4.10.4.1 Mandatory (pass/fail) SOW Business and Technical Requirements

All Bidders in compliance with all Mandatory SOW Business and Technical Requirements of the SOW per Section 4.10.1, SOW Business Requirements Evaluation (Pass/Fail), and Section 4.10.2, Technical Requirements Evaluation (Pass/Fail), shall receive 3,500 earned points. Any Bidder who is compliant with the SOW Business Requirements but not compliant with the SOW Technical Requirements will not receive points and the

response will be noted as a deviation. Any response that is not compliant with the SOW Business Requirements will be considered a deviation and must be resolved to the State’s satisfaction in negotiations.

4.10.4.2 Mandatory Scorable (M-S) SOW Business and Technical Requirements

All Bidders who are found to be in compliance with all of the Mandatory Scorable (M-S) requirements of the SOW Business and Technical Requirements shall also have their responses to committing to level of performance scored for a maximum of 500 earned points.

Bidders are given the opportunity to commit to a stated minimum level of performance for those Mandatory items that will be scored, indicated as either “Premier”, “Standard”, or “Basic”. The percentage of the potential (M-S) score that shall be earned for each (M-S) item shall be based on the level of performance the Bidder commits to, as follows:

Table 6: MS Scoring Criteria

Performance Level Selected	Percentage of Possible Score
Premier	100.0%
Standard	50.0%
Basic	0.0%

The same table and values shall apply to items where only Premier and Basic performance levels are identified.

The potential earned points of each Category’s (M-S) items are depicted in the following nine tables.

Table 7: Maximum M-S points for Category 20, MPLS Data Network

Section #	Category 20 Section Title	Maximum Points
20.4.8.1	Availability	46
	DS1	12
	DS3	14
	Ethernet	20
20.4.8.2	Catastrophic Outage 1	40
	MPLS	40
20.4.8.3	Catastrophic Outage 2	55
	MPLS	55
20.4.8.4	Catastrophic Outage 3	75
	MPLS	75

Section #	Category 20 Section Title	Maximum Points
20.4.8.5	Delay- Round Trip Transmission for MPLS Services	74
	MPLS \geq 1.536 Mbps to < 10 Mbps	22
	MPLS \geq 11 Mbps to < 100 Mbps	24
	MPLS \geq 100 Mbps	28
20.4.8.6	Excessive Outage	70
	MPLS	70
20.4.8.9	Provisioning	90
	MPLS Access Transport Speeds	30
	MPLS Port Transport Speeds	30
	MPLS Port, Access, and Layer 3 Bundled Transport Speeds	30
20.4.8.10	Time to Repair	50
	MPLS	50
	Category 20, Maximum Possible (M-S) Points:	500

Table 8: Maximum M-S points for Category 21, Standalone VoIP

Section #	Category 21 Section Title	Maximum Points
21.6.81	Availability	38
	Audio Conferencing	10
	Standalone VoIP Handset Service Packages	16
	Standalone VoIP Voice Mail	12
21.6.8.2	Catastrophic Outage 1	67
	Standalone VoIP	34
	Standalone VoIP Voice Mail	33
21.6.8.3	Catastrophic Outage 2	100
	Audio Conferencing	33
	Standalone VoIP Handset Service Packages	35
	Standalone VoIP Voice Mail	32
21.6.8.4	Catastrophic Outage 3	111
	Audio Conferencing	35
	Standalone VoIP Handset Service Packages	40
	Standalone VoIP Voice Mail	36
21.6.8.5	Excessive Outage	67
	Audio Conferencing	20
	Standalone VoIP Handset Service Packages	25
	Standalone VoIP Voice Mail	22
21.6.8.6	Jitter	15
	Standalone VoIP Handset Service Packages	15
21.6.8.8	Packet Loss	15

Section #	Category 21 Section Title	Maximum Points
	Standalone VoIP Handset Service Packages	15
21.6.8.9	Provisioning	32
	Audio Conferencing	10
	Standalone VoIP Handset Service Packages	12
	Standalone VoIP Voice Mail	10
21.6.8.10	Time to Repair	40
	Audio Conferencing	12
	Standalone VoIP Handset Service Packages	15
	Standalone VoIP Voice Mail	13
21.6.8.11	VoIP Delay- One-way Transmission	15
	Standalone VoIP Handset Service Packages	15
	Category 21, Maximum Possible (M-S) Points:	500

Table 9: Maximum M-S points for Category 22, Cloud-Hosted VoIP Services

Section #	Category 22 Section Title	Maximum Points
22.5.8.1	Availability	30
	Audio Conferencing	12
	Cloud-Hosted VoIP Services	18
22.5.8.2	Catastrophic Outage 1	150
	Audio Conferencing	70
	Cloud-Hosted VoIP Services	80
22.5.8.3	Catastrophic Outage 3	170
	Audio Conferencing	80
	Cloud-Hosted VoIP Services	90
22.5.8.4	Excessive Outage	80
	Audio Conferencing	35
	Cloud-Hosted VoIP Services	45
22.6.8.6	Provisioning	30
	Audio Conferencing	12
	Cloud-Hosted VoIP Services	18
22.6.8.7	Time to Repair	40
	Audio Conferencing	15
	Cloud-Hosted VoIP Services	25
	Category 22, Maximum Possible (M-S) Points:	500

Table 10: Maximum M-S points for Category 23, Metropolitan Area Network (MAN) Ethernet

Section #	Category 23 Section Title	Maximum Points
23.5.8.1	Availability	105
	EPL and EVPL MAE Service 10/100 Mbps	30
	EPL and EVPL MAE Service 1 Gbps	35
	EPL and EVPL MAE Service 10 Gbps	40
23.5.8.2	Catastrophic Outage 1	55
	MAE Service	55
23.5.8.3	Catastrophic Outage 2	65
	MAE Service	65
23.5.8.4	Catastrophic Outage 3	75
	MAE Service	75
23.5.8.5	Excessive Outage	45
	MAE Service	45
23.5.8.7	Latency	40
	MAE Service	40
23.5.8.8	Packet Loss	40
	MAE Service	40
23.5.8.9	Provisioning	40
	MAE Service	40
23.5.8.10	Time to Repair	35
	MAE Service	35
	Category 23, Maximum Possible (M-S) Points:	500

Table 11: Maximum M-S points for Category 24, Flat Rate Internet Services

Section #	Category 24 Section Title	Maximum Points
24.6.8.1	Availability	80
	InFRa	40
	InFRaM	40
24.6.8.2	Catastrophic Outage 1	60
	Flat Rate Internet Service	60
24.6.8.3	Catastrophic Outage 2	60
	Flat Rate Internet Service	60
24.6.8.4	Catastrophic Outage 3	70
	Flat Rate Internet Service	70
24.6.8.5	DDoS Mitigation	45
	DDoS Mitigation	45
24.6.8.6	Excessive Outage	75

Section #	Category 24 Section Title	Maximum Points
	Flat Rate Internet Service	75
24.6.8.9	Provisioning	50
	InFRa	25
	InFRaM	25
24.6.8.10	Time to Repair	60
	Flat Rate Internet Service	60
	Category 24, Maximum Possible (M-S) Points:	500

Table 12: Maximum M-S points for Category 25, Sustained Bandwidth Internet Services

Section #	Category 25 Section Title	Maximum Points
25.6.8.1	Availability	140
	InSBET	60
	InSBEP	40
	InSBEPM	40
25.6.8.2	Catastrophic Outage 1	50
	Sustained Bandwidth Internet Service	50
25.6.8.3	Catastrophic Outage 2	55
	Sustained Bandwidth Internet Service	55
25.6.8.4	Catastrophic Outage 3	55
	Sustained Bandwidth Internet Service	55
25.6.8.5	DDoS Mitigation	45
	DDoS Mitigation	45
25.6.8.6	Excessive Outage	60
	Sustained Bandwidth Internet Service	60
25.6.8.9	Provisioning	60
	InSBET	20
	InSBEP	20
	InSBEPM	20
25.6.8.10	Time to Repair	35
	Sustained Bandwidth Internet Service	35
	Category 25, Maximum Possible (M-S) Points:	500

Table 13: Maximum M-S points for Category 26, SONET Point-to-Point Connectivity

Section #	Category 26 Section Title	Maximum Points
26.5.8.1	Availability	60
	OCX	60
26.5.8.2	Catastrophic Outage 1	90
	SPPS	90
26.5.8.3	Catastrophic Outage 2	100
	SPPS	100
26.5.8.4	Catastrophic Outage 3	100
	SPPS	100
26.5.8.5	Excessive Outage	100
	SPPS	100
26.5.8.7	Provisioning	50
	SPPS	50
	Category 26, Maximum Possible (M-S) Points:	500

Table 14: Maximum M-S points for Category 27, Standard Contact Center

Section #	Category 27 Section Title	Maximum Points
27.3.8.1	Availability	45
	Contact Center Service	45
27.3.8.2	Catastrophic Outage 2	100
	Contact Center Service	100
27.3.8.3	Catastrophic Outage 3	115
	IVR and/or ACD Service	115
27.3.8.4	Contact Center Service Outage	140
	Contact Center Service	140
27.3.8.5	Excessive Outage	60
	Contact Center Services	60
27.3.8.7	Provisioning	40
	Contact Center Service	40
	Category 27, Maximum Possible (M-S) Points:	500

Table 15: Maximum M-S points for Category 29, Converged VoIP

Section #	Category 29 Section Title	Maximum Points
29.5.8.1	Availability	58
	Audio Conferencing	14
	Converged VoIP	26
	Converged VoIP Voice Mail	18
29.5.8.2	Catastrophic Outage 1	54
	Converged VoIP	33
	Converged VoIP Voice Mail	21
29.5.8.3	Catastrophic Outage 2	82
	Audio Conferencing	22
	Converged VoIP	38
	Converged VoIP Voice Mail	22
29.5.8.4	Catastrophic Outage 3	94
	Audio Conferencing	30
	Converged VoIP	42
	Converged VoIP Voice Mail	22
29.5.8.5	Delay - Round Trip Transmission for Converged VoIP Service	18
	Converged VoIP	18
29.5.8.6	Excessive Outage	70
	Audio Conferencing	18
	Converged VoIP	34
	Converged VoIP Voice Mail	18
29.5.8.7	Excessive Usage of Site Survivability Network Failure Service	14
	Converged VoIP Site Survivability Network Failure	14
29.5.8.8	Jitter	18
	Converged VoIP	18
29.5.8.10	Provisioning	42
	Audio Conference	10
	Converged VoIP	18
	Converged VoIP Voice Mail	14
29.5.8.11	Time to Repair	50
	Audio Conferencing	10
	Converged VoIP	26
	Converged VoIP Voice Mail	14
	Category 29, Maximum Possible (M-S) Points:	500

Table 16: Maximum M-S points for Category 30, Broadband Services [this section included but intentionally left blank for future modification]

Section #	Category 30 Section Title	Maximum Points
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4.10.4.3 Earned DVBE Incentive Points

The percentage of confirmed and qualified DVBE participation shall generate a percentage of the total available cost and non-cost points for each Bidder. Since there are 10,000 total potential points, the percentages depicted in Section 2.28, DVBE Program and Incentive, Table 2, DVBE Incentive Scale, result in the Bidder earning the DVBE Incentive points according to the Table 16 below.

Table 16: DVBE Incentive Percentages and Points

Confirmed DVBE Participation	DVBE Incentive	Points Earned
5% or more	2.00%	200
4% up to 4.99%	1.75%	175
3% up to 3.99%	1.50%	150
2% up to 2.99%	1.25%	125
1% up to 1.99%	1.00%	100
Less than 1%	0.00%	0

The awarded DVBE incentive points will be included in the sum of non-cost points. Application of the incentive shall not displace an award to a Small Business with a Non-Small Business.

4.10.4.4 Total Non-Cost Points

Within Categories 20-27 and 29-30, each compliant Bidder's total awarded non-cost points will be computed by generating the Bidder's sum total of earned non-cost points by adding together:

1. The 3,500 points earned for Mandatory pass/fail compliance
2. The points earned from the scoring of (M-S) items (if applicable for the specific Category)
3. The earned DVBE Incentive points

4.10.5 Cost Evaluation

The State will review Bidders' Volume 3 to ensure the following documents are submitted:

1. Cost Worksheets
2. Cost Supporting Literature (only required if offering Unsolicited priced items)
3. Catalog A

The evaluation of costs shall be based on the instructions contained in the cost sheets.

The Cost Worksheets will be checked for completion, mathematical accuracy, and free from deviations. The Bidder's grand total for one year's costs shall be confirmed for each Category bid. The total annual cost of each Bidder will be multiplied by eight, representing the approximate total potential number of years of each Contract.

4.10.5.1 Catalog A Evaluation

The Bidders' Catalog A will be checked for completion, accuracy, and free from deviations. The State will review the costs contained in the Catalog A for each line item to confirm they are identical to the corresponding line item in the Cost Worksheet. Additionally, the State will review the Bidder's Catalog A for compliance as stated in Section 3.7.2.3, Catalog A. If any information provided by the Bidder in response to a Mandatory item in Catalog A conflicts with IFB C4DNCS19's associated SOW Mandatory requirement(s), the Catalog A submitted information will be identified as a deviation.

The evaluation of the Catalog A may result in the elimination of offered Unsolicited items that are deemed not to be in the State's interest from a program or cost perspective as determined solely by the State.

4.10.5.2 Adjustment of Costs for TACPA

In evaluating bids, the State will give preferences in accordance with the law for Bidders who are California home based and who successfully claim preferences under the Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in IFB Section 2.3.17. Where a TACPA preference is claimed, the State will verify eligibility for the preference and evaluate and apply the preference in accordance with law and established procedures.

Available evaluation preferences under TACPA limited to nine percent (9%) of the lowest total bid cost or \$50,000, whichever is less. The lowest total bid cost shall be the total ten-year cost of the Mandatory cost items summed from the Bidder's cost sheets for the Category being evaluated.

4.10.5.3 Scoring of Costs of Mandatory Requirements

Each Category's Bidder with the lowest total eight-year cost for all Mandatory items, adjusted as appropriate for TACPA preferences, will receive 5,500 earned points. All other compliant Bidders in that Category will receive a portion of the 5,500 earned points relative to the percentage that its cost, adjusted as appropriate for TACPA preferences, is compared to the lowest cost, using the following formula:

The lowest adjusted Mandatory cost of all Bidders ÷ by the Bidder's adjusted Mandatory costs x 5,500 points = the Bidder's earned points for Mandatory costs.

4.10.5.4 Scoring of Unsolicited Item Costs

The total possible score available for Unsolicited items is 500 points. Bids will be scored based upon their cumulative discount from their published catalog prices for those offered Unsolicited items acceptable to the State compared to the cumulative discount relative to other bids. In offering their Unsolicited items, Bidders shall use the cost response format contained in IFB's Cost Worksheets for every Unsolicited item offered by the Bidder per the instructions for Unsolicited items in IFB Section 3.7.2.5, Cost Worksheet Elements, under "UNSOLICITED ITEMS". The State will not include in its cost evaluation of Unsolicited items those offered Unsolicited items that were disqualified by the State during the process described in IFB Section 4.10.3, Unsolicited Items Technical Evaluation.

Cost evaluation of Unsolicited items offered by the Bidder will be as follows:

1. Each item offered by the Bidder and accepted by the State for evaluation scoring must be found in a catalog that includes a name or description equivalent to that offered by the Bidder in its CALNET offer.
2. For cost evaluation purposes, a quantity of one per Unsolicited item per year will be used. The catalog price of each offered Unsolicited item used for evaluation purposes shall be the sum of the following published catalog sub-cost quantities and elements:

- a. One one-time costs (e.g., installation cost)
 - b. Twelve monthly recurring charges
3. Any sub-cost elements of any offered Unsolicited item that are not priced in the Bidder's published catalog, or that cannot be found by the State in the catalog, shall be assumed to have a zero catalog price for that sub-cost element. If a discrepancy is found between a catalog price entered in the Cost Worksheet by the Bidder compared to the price shown in the Bidder's catalog, the price published in the catalog shall be used to represent the worksheets' catalog price, and the State may correct the catalog price entered by the Bidder.
4. The total price per individual Unsolicited item offered for CALNET shall not exceed the total catalog price of that item using the above catalog sub-cost quantities and elements (3.a and b above).
5. Offered Unsolicited items that exceed their published catalog price or that are, in the sole opinion of the State, to be above the market price for similar products or services, or would impose unacceptable direct, indirect or hidden program costs to the State or to the CALNET Customers, or are otherwise not in the interests of the State or its Customers, may be eliminated from further consideration for evaluation or award.
6. Unsolicited items offered with a CALNET total price of zero dollars (\$0.00), will be accepted regardless whether or not the item is offered in the Bidder's published catalog, if the item has not been eliminated in the technical review of Unsolicited items as described in Section 4.10.3, Unsolicited Items Technical Evaluation.
7. Unsolicited items offered with a CALNET C4DNCS19 total price of zero dollars (\$0.00) that are not offered in the Bidder's published catalog, or are offered in the catalog at no cost, shall not be included within the calculation of average percentage discount.
8. The sum-total of the Bidder's Model total extended costs of all offered and accepted CALNET C4DNCS19 Unsolicited items per Category shall be compared against the sum-total of the Bidder's Model total extended catalog prices of all offered and accepted Unsolicited items per Category to generate the overall percentage

discount from the Bidder's catalog price, using the following formula:

$(\text{Bidder's total catalog price} - \text{Bidder's total offered CALNET C4DNCS19 price}) \div \text{Bidders total catalog price} = \text{Bidder's overall percentage discount.}$

9. The Bidder's overall discount off of the total catalog price of all offered Unsolicited items for each Category bid must be at least twenty-five percent (25%) in order for the Bidder to be considered compliant for the purpose of Unsolicited point evaluation of that Category. Bidders who do not achieve an overall discount of at least twenty-five percent (25%) shall receive no Unsolicited item earned points, and will not be included within the comparison of Bidders described in step 11, below.

10. Within each Category, the compliant Bidder that achieves the highest overall percentage discount shall receive the maximum available earned points for Unsolicited items: 500 points. Every other compliant Bidder will earn a portion of the 500 earned points relative to its overall percentage discount compared to the highest overall discount of all Bidders, using the following formula:

$\text{Bidder's overall percentage discount} \div \text{by the highest overall discount of all Bidders} \times 500 \text{ points} = \text{Bidder's earned Unsolicited item points.}$

4.10.5.5 Total Cost Points

Within each Category, each compliant Bidder's final total awarded cost points will be computed by:

1. Generating the Bidder's sum total of earned cost points by adding together:
 - a. The total cost points earned for Mandatory items, adjusted for TACPA preferences
 - b. The total cost points earned for Unsolicited items
2. The Bidder with the highest sum total of earned cost points will be awarded 6,000 final cost points. Every other compliant Bidder will be awarded a portion of the 6,000 points relative to its sum total of earned cost points compared to the highest sum total of earned cost points of all Bidders, using the following formula:

The Bidder's sum total of cost earned points ÷ by the highest sum total of cost earned points of all Bidders x 6,000 points = the Bidder's final awarded total cost points.

4.10.6 Total Awarded Points Adjusted for Small Business Preference

Within each Category, the Final Total Awarded Points of each Bidder will be computed by:

1. Generating the Bidder's sum total of awarded points by adding together:
 - a. The total awarded non-cost points
 - b. The total awarded cost points
2. Adjusting the sum total of awarded points by adding five percent (5%) Small Business Preference earned as described in Section 2.27, Small Business Preference. The Small Business Preference adds five percent (5%) of the highest score of all non-Small Business Bidders to the score of every Bidder who claims and receives the Small Business preference.

4.10.7 Adjustments for Exclusion of Mandatory and Unsolicited Items

The State has the right to not award any portion of the IFB's solicitation. If the State determines not to award any Mandatory or Unsolicited item offered that the State has not previously eliminated from evaluation, the State will remove the excluded item from potential award of that Category and will make corresponding adjustments to all of the Category Bidders' evaluations based on the evaluation processes identified in Section 4.10, Final Bid Evaluation, unless the exclusion of an Unsolicited item occurred after award per Section 5.6, Removal of Unsolicited Items.

4.10.8 Final Bid Evaluation Results

The evaluation team will document the results of each Bidder's evaluation to determine which Bids are eligible for negotiations with the State.

4.10.9 Submission of Amended Final Bid

The State may require submission of an amended final bid(s) incorporating any revisions made through the bid clarification process.

4.11 Negotiation Phase

The State intends to enter into negotiations as set forth in Section 3.5 Negotiations under PCC §6611.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's bid and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite their bid. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise their Final Bid only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing. These negotiations may include bargaining, such as persuasion, and alteration of assumptions and positions.

The State may discuss any aspect of the Bidder's bid that could, in the opinion of the State, be altered or explained to materially enhance the bid's potential for award. However, the State is not required to discuss every area where the Bidder's bid could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment.

At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the criteria for Best and Final Offer evaluation to obtain a value effective solution.

All aspects of the Bidder's bid are confidential until after the issuance of the notification of award.

NOTE: In the event no compliant bids are received, the State at its discretion may proceed to negotiations with all firms that submitted a bid.

4.11.1 Negotiation Invitation

Once substantially compliant Bidders are determined based on the criteria set forth in section 3.5 Negotiations, the State will notify those bidders in writing: (1) that the State is initiating negotiations pursuant to Public Contract Code 6611(a); (2) the general purpose and scope of the negotiations; (3) the anticipated schedule for the negotiations; and (4) the procedures to be followed for negotiations. Bidder(s) who have been

invited to participate in negotiations must confirm attendance, in accordance with the invitation instructions, within five State business days of invitation.

4.11.2 Best and Final Offer Submission (BAFO)

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will establish a date and time for receipt of the BAFOs based on when the Bidder's BAFO negotiations occur. A Bidder's BAFO is an irrevocable offer for one hundred eighty (180) calendar days following the scheduled date for submission of a final accepted BAFO. A Bidder may extend the offer in the event of a delay in Contract award.

BAFOs must be submitted to the location identified in Section 2.2.1, Procurement Official, by the specific date and time that will be communicated to each Bidder individually in writing.

The BAFO submission must address the following:

1. A supplemental bid containing all negotiated/revised section(s) of the Bidder's original Final bid, any other revised area specifically required by the State to be included in the BAFO, and revisions made necessary in accordance therewith.
2. The supplemental bid must include all changes made to negotiated section(s) of the Bidder's original Final bid in tracked changes. Changes to the Bidder's original Final bid that are not tracked in the supplemental bid or otherwise identified may result in rejection of the bid or cause for termination of the Contract.
3. An executive summary must accompany the supplemental bid, identifying a list of all changes (other than non-substantive changes to formatting, punctuation and grammar) that have been made to the Bidder's original Final bid. The Bidder must include and attest to the following statement within the Executive Summary:

"This Best and Final Offer (BAFO) is in response to IFB C4DNCS19 and the changes identified in this executive summary represent all changes made to {Bidder's name} Final bid previously submitted to the State. Any substantive change not included in this list is non-

operative, non-binding, and will not be considered a part of the {Bidder's name} BAFO."

4.11.3 Determination of Bidder's Qualification for Award

For each Category a minimum point threshold will be established that Bidders must achieve in order to qualify for selection and award. The minimum point threshold is established as follows:

1. For Categories 20 – 30, if a Bidder's Final Total Awarded Points are not more than 10% below the average baseline of the Category, the Bidder will be qualified for an award in the Category.

Each bid will be assessed to determine if it has met the minimum point threshold for award for each Category that it has bid.

If a Bidder's points are below the threshold and if the Bidder is a DGS certified Small Business, the evaluation processes of Sections 4.10.5 Cost Evaluation, and 4.10.6, Total Awarded Points Adjusted for Small Business Preference, will be reviewed to determine if the application of any TACPA preferences points resulted in the displacement of the Bidder. If the Bidder was displaced only for that reason, the Bidder will be qualified for award.

However, a firm that receives a five percent (5%) Small Business Subcontractor preference that is not a DGS certified Small Business per Section 2.27, may be displaced by the application of the TACPA preferences.

An average baseline of all the awarded points of each Category will be established by averaging all of the Category's Bidders' Final Total Awarded Points with the following exceptions:

1. If the highest Bidder's Final Total Awarded Points is more than fifteen percent greater than the next highest Bidder, the highest Bidder's Total Awarded Points will be excluded from the baseline calculation, except if there are only two Bidders and they are fifteen percent or more apart then both Bidder's scores will be used.
2. If the lowest Bidder's Total Awarded Points is more than fifteen percent lower than the next lowest Bidder, the lowest Bidder's Total Awarded Points will be excluded from

the baseline calculation, except if there are only two Bidders and they are fifteen percent or more apart then both Bidder's scores will be used.

4.11.4 Evaluation of BAFO Submission

The State will evaluate the BAFO submissions for compliance with IFB requirements and negotiated items to determine which BAFO provides the most value effective solution for the State. The State will document the evaluation process and selection criteria in its final selection documents.

5 AWARD AND EXECUTION

Contract Award, if made, will occur pursuant to the Key Action Dates of the Solicitation document specified in Section 2.3, Key Action Dates; however, the State, at its sole option, may change the Contract Award date. The State reserves the right to modify or cancel in whole or in part its Solicitation document. The State reserves the right at any time to reject any or all bids.

5.1 Notification of Awards

The State will publish a written "Notification of Award" to all Bidders who have submitted a Final bid in response to this IFB.

See Section 2.3, Key Action Dates, for the anticipated date for the Notification of Awards.

5.2 Additional Documents Required for Award

The State reserves the right to require additional documentation as may be necessary to complete the award of its Contract. Such additional documentation beyond those listed under Section 6, *Bid Format and Submission Requirements*, shall be determined by the State and may include but are not necessarily limited to: a revised STD 213, *Standard Agreement* - to be signed by the Bidder; and Cost Worksheets. Such additional required documents are not intended to impose new requirements upon the Bidder and shall not be refused by the Bidder.

Additional required documents must be submitted to the Procurement Official not later than ten (10) State Business Days from the State's posting of its Notification of Award. These documents are required by the State in order to assemble the awarded Agreement.

5.3 Protests of Awards

This procurement process does not include any provisions to protest either the process or resulting contract award(s). However, pursuant to Public Contract Code Section 6611(d), an unsuccessful Bidder 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.

5.4 Debriefing

A debriefing may be held within three (3) months after Contract award at the request of any Bidder disqualified from participating in Negotiations due to a deviation of any non-negotiable requirement identified in Section 3.5, Negotiations. The discussion will be based primarily on the administrative and bid requirements and cost evaluations of the Bidder's submission. A debriefing is not the forum to challenge the solicitation specifications or requirements.

5.5 Award of Contracts

Award of Contracts, if made, will be in accordance with Section 4, Bid Evaluation, to responsible Bidders whose Final Bid complies with all the requirements of the IFB's documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within 120 calendar days after the scheduled date for Contract Award specified in Section 2.3, Key Action Dates; however, a Bidder may extend the offer beyond 120 calendar days in the event of a delay of Contract Award.

The State reserves the right to determine the successful Bidder(s) either on the basis of individual items or on the basis of all items included in this IFB, unless otherwise expressly provided in IFB C4DNCS19.

Unless the Bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part, this IFB.

5.6 Removal of Unsolicited Items

The State reserves the sole right to remove any awarded Unsolicited items that the State determines, in its sole judgment, not to be in the State's best interests. Bidders shall be notified within 120 Business Days after award of any such rejected Unsolicited items by the State, and the changes shall subsequently be confirmed via a Contract amendment.

5.7 Contract Documents

After the Notification of Award is posted, the State will assemble four complete Contracts to be signed by the Contractor and the State. These Contracts will consist of the Bidder's response, and the State's solicitation documents as released on Cal eProcure. The State will make no changes to the Bidder's submitted documents with the exception of the following:

1. Any formatting changes for printing legibility;
2. Line Item numbering from the Catalog A;
3. Any minor clerical error which does not modify or materially change the content or meaning of the Bidder's Final Bid.

5.8 Authorization to Execute Agreement

Awarded Contracts signed by the Contractor shall not become effective until signed by the California Department of Technology. An awarded Contractor shall not begin implementation, i.e. selling services or accepting Customer orders, until the CALNET CMO authorizes the Contractor in writing to do so, naming a specific implementation start date for such activities. The CALNET CMO reserves the right to delay a Contractor's implementation of sales and services of an awarded Contract to the extent determined by the CALNET CMO to be in the State's interest, including for submission of Catalog B as described below in Section 5.8.1; final clarification and CALNET CMO approval of Catalog A and Catalog B content as necessary; and confirmation of compliance with FCC and/or CPUC regulations as required by Section 10, Compliance with Statutes and Regulations, of the General Provisions – eVAQ, as applicable.

Delays, if any, shall not extend the termination date of the award, and shall not delay the Contractor's responsibilities under the Contract.

5.8.1 Catalog B – Final List of Awarded Items

The Catalog B is required to be created and submitted by the Contractor after award and will be used by the Contractor and the State to indicate the Contractor's maximum offered pricing to the Customers, and be included on the Contractor's CALNET C4DNCS19 Public Website per the SOW Business Requirements Section G.10.1.2, Contractor's CALNET Public Website Functionality. This Catalog B is identical to the final Catalog A accepted by the State, except:

1. The State may require that columns or other information are added by the Bidder, including but not limited to a column indicating whether the State mandates that State agencies acquire the item from CALNET C4DNCS19 Contracts.
2. The State may require that the descriptions and information in the Catalog be edited as deemed necessary by the State to promote clarity of meaning to the Customers.

Catalog B will not become part of the Contract, but is required by the State for Contract validation and Customer ordering purposes. The CALNET CMO may require a Contractor to modify its Catalog B without formal Contract amendment. No changes may be made by a Contractor to its Catalog B without prior written approval from the CALNET CMO.

5.9 Elected Open Period

The State reserves the right to elect to re-open this solicitation to add Contractors via an Elected Open Period (EOP).

The EOP will be implemented at the State's sole discretion. The EOP participation for new Bidders may not be implemented sooner than 36 months after Contract award and not later than 48 months before expiration of the maximum Contract term. Further, the EOP will not extend the original term of this Contract.

Evaluation of the new bids and Contract Award, if made, shall be in accordance with the original evaluation and award methodology.

Should the EOP occur, it will be announced on the State's electronic procurement system, Cal eProcure, and notification will be provided to all incumbent Contractors.

6 ATTACHMENTS

The following attachments to this Part 1 of IFB are informational and do not need to be returned by the Bidders:

1. Attachment 1 – Bid Submission Checklist. Per Section 3.2.2.4, this attachment is not guaranteed to include all necessary items.
2. Attachment 2 – Form for Submitting Questions. Bidders are requested to use this form when submitting questions per

Section 2.1.2, Questions Regarding the Solicitation Document.

ATTACHMENT 1 – BID SUBMISSION CHECKLIST

Page 1 of 2

Has your firm submitted the following pre-bid information?

- Exhibit 1, Intent to Bid form
- Exhibit 2, Confidentiality Statement (as applicable)

Does your Final Bid follow the format specified in IFB Section 3 of the IFB?

- Packaged and labeled as identified in Section 3.6.2.
- Provided in the number of copies and formatted as identified in Section 3.7.1, with one softcopy marked "Master" with a watermark on all pages.
- No cost data provided in any volumes, except Volume 3.

Is your Final Bid provided in the following order as identified in IFB Section 3.7.3?

Volume 1 – Response to Administrative Requirements (hard and soft copy)

Required IFB submittals

- Exhibit 3: Response to IFB Requirements
- Exhibit 4: Bidder Qualifications (includes 4.1 and 4.2)
- Exhibit 5: Cover Letter Form

Volume 1 – Response to the SOW Business Requirements (soft copy only)

Required SOW submittals

- SOW Business Requirements response

Volume 2 – Response to Unique Category Requirements (soft copy only)

- Organized for ease of access (table of contents, tabs, online links, etc.)

ATTACHMENT 1 – BID SUBMISSION CHECKLIST (Cont'd)

Page 2 of 2

Required Exhibits

- Exhibit 9: Bidding Preferences and Incentives
- Exhibit 6: GSPD 05-105, Bidder Declaration
- Exhibit 7: STD 843, DVBE Declarations (required if claiming a DVBE incentive per Section 2.28.)
- Exhibit 8: STD 830, TACPA Preference Request (required if claiming TACPA preference per Section 2.30.)
- Exhibit 10: Commercially Useful Function (required if claiming a Small Business contracting/subcontracting preference or DVBE contracting/subcontracting incentive per Section 2.29.)

Required SOW Submittals

- SOW Technical Requirements response

Volume 3 – Cost Information (sealed soft copy only)

- SOW Cost Worksheets
- Published catalog(s) required to support Unsolicited product descriptions and price offerings, if any
- Catalog A

The State makes no warranty that the checklist is a full and comprehensive listing of every requirement specified in the solicitation. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the requirements. The checklist is only a tool to assist participating Bidders in compiling the Final Bid response. Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of Final Bids cannot be over emphasized.

ATTACHMENT 2 – FORM FOR SUBMITTING QUESTIONS

Bidders are requested to use the form below when submitting questions to the Procurement Official listed in Section 2.2. Instructions are as follows:

Name of Bidder – Provide the name of the Bidding firm

Contact Person – Provide the name of the person to contact if the State needs clarification about the question.

Contact Email and Phone # – Provide the email and phone number (including area code) for the listed contact person.

Q # – Sequentially number each question, always starting at one for each submission.

Document(s) – Identify the document(s) the question pertains to, such as, IFB Part 1; SOW Business Requirements; SOW Category (by number, e.g., 16 and 17, or “All”); Catalog A; Cost Worksheets; Question and Answer Set #1; etc.

Section # – Identify the section number(s) that the question pertains to.

Question – Write the question/request in this column.

Expand or reduce the number of rows in the form to accommodate the number of questions of each submission.

IFB C4DNCS19 Bidder Question Form

Name of Bidder:

Contact Person:

Contact Email and Phone Number:

Question Format

Q#	Document(s)	Section #	Question
1			
2			
3			
4			
5			

GENERAL PROVISIONS

FOR
ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS
(eVAQ) #19-001
Revised 09/19/2019

Issued by:

STATE OF CALIFORNIA

California Department of Technology Statewide
Procurement

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Table of Contents

1.	DEFINITIONS	8
2.	PURPOSE	13
3.	CONTRACT FORMATION.....	13
4.	CONTRACT EFFECTIVE DATE.....	14
5.	IRREVOCABLE OFFER.....	14
6.	COMPLETE INTEGRATION.....	15
7.	SEVERABILITY/SURVIVAL CLAUSE	15
8.	INDEPENDENT CONTRACTOR.....	15
9.	APPLICABLE LAW	16
10.	COMPLIANCE WITH STATUTES AND REGULATIONS	16
11.	CONTRACTOR'S POWER AND AUTHORITY	18
12.	ASSIGNMENT.....	19
13.	WAIVER OF RIGHTS.....	19
14.	ORDER OF PRECEDENCE	19
15.	PACKING AND SHIPMENT	21
16.	TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES	21
17.	DELIVERY	22
18.	SUBSTITUTIONS.....	22
19.	SERVICE INTERRUPTIONS	22
20.	CUSTOMER IN-USE REQUIREMENTS.....	23
21.	INSPECTION, ACCEPTANCE AND REJECTION	23
22.	WARRANTY	24
23.	SAFETY AND ACCIDENT PREVENTION	27

State of California
Statewide Technology Procurement

24.	INSURANCE.....	27
25.	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	28
26.	TERMINATION FOR THE CONVENIENCE OF THE STATE.....	28
27.	TERMINATION FOR DEFAULT.....	29
28.	FORCE MAJEURE.....	31
29.	RIGHTS AND REMEDIES OF STATE FOR DEFAULT.....	31
30.	LIMITATION OF LIABILITY.....	32
31.	DE MINIMIS DELIVERABLE OR SERVICE REQUESTS (specific to CALNET contracts).....	33
32.	STATEMENT OF ECONOMIC INTERESTS.....	34
33.	ACCESS TO FACILITIES/FACILITIES ACCESS POLICIES (specific to CALNET contracts).....	34
34.	USE AND ADVERTISING USE OF DATA.....	35
35.	STATE COST RECOVERY.....	35
36.	PRICE GUARANTEE PERIOD.....	35
37.	CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY.....	36
38.	INDEMNIFICATION.....	36
39.	INVOICES & PAYMENTS.....	37
40.	REQUIRED PAYMENT DATE.....	39
41.	SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS.....	39
42.	NEWLY MANUFACTURED EQUIPMENT.....	40
43.	CONTRACT MODIFICATION.....	41
44.	CONFIDENTIALITY OF DATA.....	41
45.	NEWS RELEASES.....	42

State of California
Statewide Technology Procurement

46.	SOFTWARE LICENSE	42
47.	PROTECTION OF CONTRACTOR FURNISHED PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA	43
48.	FUTURE RELEASES.....	43
49.	ENCRYPTION & AUTHORIZATION KEYS.....	44
50.	PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY.....	44
51.	EXAMINATION AND AUDIT	46
52.	CONTINUING STANDARDS OF PERFORMANCE FOR CONTRACTOR SERVICES.....	48
53.	AVAILABILITY	51
54.	DISPUTES	51
55.	STOP WORK	53
56.	FOLLOW-ON CONTRACTS.....	54
57.	COVENANT AGAINST GRATUITIES	55
58.	NONDISCRIMINATION CLAUSE	56
59.	NATIONAL LABOR RELATIONS BOARD CERTIFICATION	56
60.	ASSIGNMENT OF ANTITRUST ACTIONS	57
61.	DRUG-FREE WORKPLACE CERTIFICATION.....	57
62.	AMERICANS WITH DISABILITIES ACT.....	58
63.	LIQUIDATED DAMAGES.....	58
64.	SET-OFF RIGHTS	59
65.	CONTRACTOR PERSONNEL.....	60
66.	PROVISIONING OF DELIVERABLES AND SERVICES	62
67.	UNANTICIPATED TASKS.....	62

State of California
Statewide Technology Procurement

68.	NEED FOR CONTRACTOR SERVICES DUE TO EMERGENCY	64
69.	NON-EXCLUSIVE AGREEMENT	64
70.	CHARGES	65
71.	ADMINISTRATIVE FEE	65
72.	CONTRACTOR COMMITMENTS AND REPRESENTATIONS.....	66
73.	SERVICE TO PUBLIC ENTITIES AND LOCAL GOVERNMENT AGENCIES.....	67
74.	AVAILABILITY OF REFRESHED TECHNOLOGY AND ADDITIONAL SERVICE ITEMS.....	67
75.	PRICING AND SERVICE REVIEW	69
76.	SERVICE COSTS	69
77.	INDIVIDUAL PRICE REDUCTIONS (specific to CALNET).....	70
78.	“MOST FAVORED NATION” STATUS OF STATE (specific to CALNET) 70	
79.	FEDERAL UNIVERSAL SERVICE FUND.....	71
80.	EXISTING EQUIPMENT & TITLE TO EQUIPMENT	71
81.	UNLAWFUL USE.....	72
82.	MIGRATION	72
83.	DISENTANGLEMENT (MIGRATION-OUT)	72
84.	REPORTS, DATA AND INVENTORY	74
85.	SUBCONTRACTORS	75
86.	GOVERNANCE.....	76
87.	SECURITY AND POLICIES	77
88.	DOCUMENTATION.....	78
89.	RIGHTS IN WORK PRODUCT.....	79

State of California
Statewide Technology Procurement

90.	USE TAX COLLECTION	80
91.	PRIORITY HIRING	80
92.	UNITED STATES (U.S.) BASED SERVICES	80

1. DEFINITIONS

Unless otherwise specified in the Statement of Work, Appendix A, Glossary, the following terms shall be given the meaning shown below.

- a) "**Acceptance Date**" means the date that the legal act of documenting that Equipment or Services conform to the requirements of the contract.
- b) "**Acceptance Tests**" means those tests performed during the Performance Period which are intended to determine compliance and reliability of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
- c) "**Application Program**" means a computer program intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
- d) "**Attachment**" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
- e) "**Business Entity or Firm**" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
- f) "**Buyer**" means the State's authorized contracting official.
- g) "**Commercial Software**" means Software developed or regularly used that:
 - (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
- h) "**Contract**" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

State of California
Statewide Technology Procurement

- i) "**Contractor**" means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
- j) "**Custom Software**" means Software that does not meet the definition of Commercial Software.
- k) "**Customer**" means the State, or for CALNET Contracts any government entity with an authorized Non-State Entity Service Provider Agreement (NESPA)
- l) "**Data Processing Subsystem**" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
- m) "**Data Processing System (System)**" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
- n) "**Deliverables**" means Equipment, Software, Information Technology, telecommunications technology, Hardware, documentation and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of Services.
- o) "**Designated CPU(s)**" means the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
- p) "**Documentation**" means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
- q) "**Equipment**" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Telecommunication System or Subsystem, including its Hardware and Operating Software (if any).

- r) "**Equipment Failure**" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
- s) "**Facility Readiness Date**" means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment or Software delivery and/or installation.
- t) "**Goods**" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and Telecommunications Equipment).
- u) "**Hardware**" usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- v) "**Installation Date**" means the date specified in the Statement of Work by which the Contractor must have commenced the Services, or installed Software or Equipment ready (certified) for use by the State.
- w) "**Information Technology**" refer to [California State Administrative Manual, Chapter 4819.2](#).
- x) "**Machine**" means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- y) "**Machine Alteration**" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- z) "**Maintenance**" includes : (i) remedial maintenance performed by the Contractor or manufacturer as a result of Services, Equipment or Software failure, and which is performed as required, i.e. on an unscheduled basis; or (ii) maintenance performed on a scheduled basis by the Contractor or Manufacturer and is designed to keep the Equipment and/or Software in proper operating condition.

- aa) "**Manufacturing Materials**" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- bb) "**Operating Software**" means those routines that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- cc) "**Operational Use Time**" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- dd) "**Ordering Document**" means the form used to request (also includes moves, adds, changes or deletes) services such as a Form 20, STD. 65 or other Customer authorized procurement document.
- ee) "**Performance Testing Period**" means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed equipment and software prior to its acceptance by the State.
- ff) "**Period of Maintenance Coverage**" means the period of time, as selected by the State, during which maintenance Services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for Services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- gg) "**Principal Period of Maintenance**" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) "**Scope of Work**" means description of work as mutually agreed upon by the Contractor and the Customer that is included as an attachment to Service Requests.
- ii) "**Services**" means any and all Services required to be performed by the Contractor pursuant to Contract.

- jj) "**Service Level Agreement (SLA)**" means an established set of metrics to be used to measure the level of service provided by the Contractor against the agreed to level of services.
- kk) "**Software**" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including operating software, Programming Aids, Application Programs.
- ll) "**Software Failure**" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) "**State**" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) "**State Data**" means all data owned by the State, and submitted to, processed by, or stored by the Contractor under this Contract and includes, but is not limited to, all data that originated with the State or Users, all data provided by the State or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the Services. For clarity, State Data is synonymous with "Customer Data", "Customer Content", or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:
 - i. "Non-Public Data" means data submitted to the Contractor, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data includes Customer Proprietary Network Information (CPNI). It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.
 - ii. "Personal Data" means Personal Information as defined by the California Information Practices Act (Civil Code Sections 1798 et seq.) submitted to the Contractor.
 - iii. "Public Information" means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act

(Government Code Section 6250 et. seq.) or other applicable state or federal laws. For clarity, "Public Information" is also interchangeable with "Public Data".

- oo) "**Statement of Work**" or ("SOW") means a document provided by the California Department of Technology (CDT) which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that the Contractor is expected to provide or perform, the responsibilities and expectations, indicating the type, level and quality of Service that is expected, all of which form a contractual obligation upon the Contractor.
- pp) "**System**" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- qq) "**Telecommunications**" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- rr) "**U.S. Intellectual Property Rights**" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. PURPOSE

These General Provisions - electronic Vendor Application of Qualifications (eVAQ) #19-001 are part of the Contract entered into effective as of the Effective Date of the agreement between the State and Contractor.

3. CONTRACT FORMATION

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), 3.5 (commencing with Section 12120), 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), or PCC Section 6611, then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in subsection 3.a) above, Contractor's quotation or proposal is deemed a

firm offer and this Contract document is the State's acceptance of that offer.

- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

4. CONTRACT EFFECTIVE DATE

Awarded Contracts signed by the Contractor shall not become effective until signed by the California Department of Technology ("Effective Date").

For CALNET Contracts, an awarded Contractor shall not begin implementation, i.e., selling Services or accepting the Customer orders until the CALNET Contractor Management and Organization (CALNET CMO) authorizes the Contractor in writing to do so, and naming a specific implementation start date for such activities. The CALNET CMO reserves the right to delay a Contractor's implementation of sales and Services of an awarded Contract to the extent determined by the CALNET CMO to be in the State's interest.

For all other Telecom Contracts the Contract Effective date is when the California Department of Technology approves the Contract, unless otherwise specified in the Statement of Work.

5. IRREVOCABLE OFFER

From the date that Contractor executes this Contract ("Signing Date") until such time as the State executes this Contract and Statewide Technology Procurement approves the award of this Contract to Contractor, and as such process is further described herein, this Contract constitutes the irrevocable, firm offer by Contractor to provide the Services to the State for the charges in accordance herewith. This Contract shall not be binding or of any legal force or effect on the State until the authorized execution of this Contract by the Department of Technology, as provided in Section 4 (Contract Effective Date).

Notwithstanding the foregoing, from the Signing Date until the Effective Date, Contractor shall actively continue planning and working with the State to ensure the timely completion of all tasks necessary and sufficient to prepare for and achieve a smooth and seamless conversion of the services related to the ongoing operation, support, and maintenance of the State's infrastructure related to services hereunder that is from the State and its current third party service-providers to Contractor. The State may exercise its option to extend by giving written notice of extension to Contractor prior to expiration of the Term. Contractor shall provide a reminder letter to the State ninety (90) calendar days prior to the end of the Term and each extension thereof if the State shall not have previously provided written notice to Contractor of its intent to extend the Contract prior to such dates.

6. COMPLETE INTEGRATION

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior, contemporaneous, different, or additional agreements pertaining to the subject matter of the Contract.

7. SEVERABILITY/SURVIVAL CLAUSE

Contracts shall automatically incorporate by reference all of the eVAQ terms and conditions which shall apply for the duration of the Contract. Vendors may utilize the eVAQ terms and conditions for multiple solicitations provided the eVAQ is valid and applicable. If any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect.

8. INDEPENDENT CONTRACTOR

Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

9. APPLICABLE LAW

- a) This Contract shall be governed by and interpreted in accordance with the laws of the State of California: venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. To the extent Services in this Contract are subject to the jurisdiction of the California Public Utilities Commission (CPUC), the CPUC shall have jurisdiction over this Contract, and Contract and related Services may be subject to modification from time to time as the CPUC may so order in the exercise of their lawful jurisdiction. The United Nations Convention on Contracts for the International Sale of Equipment shall not apply to this Contract.
- b) Contractor, in conducting its business as required by the Contract (including the Solicitation) and agreed to in the proposal, shall comply with the Communications Act of 1934, as amended (including, but not limited to, the Telecommunications Act of 1996 and subsequent Acts), and as interpreted and applied by the applicable regulatory authorities and courts and any applicable rules, regulations and decisions of the Federal Communications Commission (FCC) and the CPUC.

10. COMPLIANCE WITH STATUTES AND REGULATIONS

- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (i) when substantial principles of government or public law are involved, when litigation might create precedent

affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought pursuant to this Section.
- f) In the event that any term or action required in this Contract requires a regulatory filing, Contractor shall make such filing and such action and/or term shall, to the extent applicable, be made effective pursuant to the rules of the Federal Communications Commission (FCC) and/or the California Public Utilities Commission (CPUC). To the extent applicable, Contractor shall make the appropriate FCC filing in a timely manner with the rates being effective consistent with FCC requirements. Under the CPUC, terms are effective immediately upon signature by the parties; provided, however, that, to the extent applicable, Contractor is obligated to and shall make a formal filing with the CPUC in a timely manner and shall provide the State with written notice that such filing has been made.
- g) In addition to the foregoing, Contractor shall, after execution of this Contract, make all necessary regulatory filings which shall include the rates and charges for Service and any terms and conditions that affect the rates and charges paid by any Customer.

- h) Should the filings described herein not adequately address an issue or fail to address an essential fact, Contractor's tariffs or published service guides (or other published corporate pricing if Contractor is not required to file tariffs) (collectively the "Contractor's Published Pricing"), if applicable, shall be utilized as a basis for providing continuity of Service, and Service offerings, pending subsequent mutual agreement and modification of this Contract by the parties; provided, however, if the parties are unable to reach such mutual agreement within a reasonable period of time and good faith effort, then the State may take action pursuant to the terms and conditions of this Contract, including but not limited to terminating the affected Service(s) without penalty, or continuing Service at the Contractor's Published Pricing.

11. CONTRACTOR'S POWER AND AUTHORITY

- a) The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the

State will reasonably cooperate in the defense and in any related settlement negotiations.

12. ASSIGNMENT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

13. WAIVER OF RIGHTS

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

14. ORDER OF PRECEDENCE

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

- a) All regulatory filings pursuant to the terms and conditions of this Contract.
- b) The eVAQ inclusive of the General Provisions eVAQ #19-001. In the instances provided herein where the General Provisions eVAQ #19-001 permit modifications in the SOW, the language in the SOW shall take precedence over the replaced eVAQ or General Provisions eVAQ #19-001 paragraphs.
- c) The Contractor's eVAQ, and any attachments thereto.

State of California
Statewide Technology Procurement

- d) The STD 213 Standard Agreement or any related ordering documents such as STD 65, as applicable, and any amendments thereto, issued as a result of a solicitation (e.g., IFB, RFQP and RFP).
- e) Statement of Work (SOW) contained in the solicitation documentation in the following order of precedence:
 - i. The specifications and requirements contained in the solicitation documentation (e.g., the SOW, including the Business and Technical Requirements, and Appendix A, Glossary).
 - ii. The State approved Catalog A and any amendments thereto (for CALNET Contracts only).
 - iii. The Contractor's response to meet or exceed the specifications and requirements in the solicitation as stated in their bid or proposal. (The parties acknowledge and agree that silence in the bid or proposal with respect to a particular solicitation specification or requirement equals consent by the Contractor.)
- f) Appendix E, Authorization to Order (ATO) form for Services to local government jurisdictions (for CALNET Contracts only).
- g) Form 20, Telecommunications Service Request or equivalent, and Work Authorizations.
- h) The Scope of Work (i.e. agreement between the Contractor and Customer per the Service order) as may be issued by authorized Customers, including in the following order of precedence:
 - i. The specifications and requirements contained in the Scope of Work.
 - ii. The Contractor's response to meet or exceed the specifications and requirements in the Scope of Work as stated in their offer. (The parties acknowledge and agree that silence in the offer with respect to a particular Scope of Work specification or requirement equals consent by the Contractor.).

- iii. All other documents incorporated in the Contract by reference (e.g. End User License Agreements, Acceptable Use Policies, Service guides, product specific terms and conditions).

15. PACKING AND SHIPMENT

- a) All Equipment are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to (i) show the number of the container and the total number of containers in the shipment, and (ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Equipment shipped; and appropriate evidence of inspection, if required. Equipment for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the Department of Technology.

16. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation

Management Unit within the Department of Technology and a waiver is granted.

- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

17. DELIVERY

Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities or Services specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

18. SUBSTITUTIONS

Substitution of Deliverables may not be tendered without five (5) days advance written consent of the California Department of Technology (CDT). Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the CDT.

19. SERVICE INTERRUPTIONS

Unless otherwise specified in the Statement of Work, the Contractor's liability for Service interruptions, if any, shall be limited to credit out of allowances provided for in the agreement or Service Level Agreement (SLA) including any applicable tariffs incorporated.

20. CUSTOMER IN-USE REQUIREMENTS

- a) The purpose of the Customer In-Use Requirement is to allow time for the Contractor to correct defects that could prevent new Equipment or Services from performing correctly in support of State programs.
- b) The State requires that each Service, Equipment, and Software component proposed as part of a solution must have been installed and in production to one or more commercial or government accounts in the same or substantially same configuration provided, to paying customers external to the Contractors organization, for at least six (6) months prior to the Installation Date set forth in the applicable Statement of Work or Work Order.
- c) The State has the option at any time to request from the Contractor supporting evidence of compliance to the Customer In-Use Requirements.

21. INSPECTION, ACCEPTANCE AND REJECTION

Unless otherwise specified in the Statement of Work, and subject to Section 39, Invoices and Payments:

- a) Contractor and its subcontractors shall provide and maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three (3) years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other similar business practices directly related to performance of the Contract.
- b) All Deliverables may be subject to final inspection, test and acceptance by the State or its authorized representatives. Deliverables may be subject to inspection, test and acceptance at destination, notwithstanding any payment or inspection at source shall not be considered proof of acceptance by the State.
- c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the

State. Contractor shall furnish to inspectors, at no additional cost to the State, all information and data as may be reasonably required to perform their inspection.

- d) The State shall give written notice of rejection of Deliverables delivered or Services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such Services. Such notice of rejection will state the respects in which the Deliverables or Services, do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days of delivery for all purchases, such Deliverables and Services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

22. WARRANTY

- a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:
- i. Services will be performed in accordance with the Contract; and
 - ii. All customer support for Services will be performed with professional care and skill.
- b) Duration of Limited Warranty for Services. The limited warranty will be for the duration of State's use of the Services, subject to the following limitations:
- i. Any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
 - ii. The limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with

this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;

- iii. The limited warranty does not apply to components of Software that the State may be permitted to redistribute;
 - iv. The limited warranty does not apply to free, trial, pre-release, or beta services; and
 - v. The limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.
- c) **Warranty for Software Products.** Any Software products provided by the service provider shall be covered by the developer's consumer warranty that will be passed to the Customer.
- d) Contractor shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.
- e) Unless otherwise specified elsewhere in the Statement of Work:
- i. The Contractor does not warrant that any Services provided hereunder are error-free or that it will run without immaterial interruption; and
 - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from a modification made by the State, unless such modification is approved or directed by the Contractor;
 - iii. Use of Services in combination with Software or Services other than as specified by the Contractor, or
 - iv. Misuse by the State.

- f) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.
- g) **Equipment Warranty.** In addition to the warranties set forth herein, any Equipment provided by the Contractor shall be covered by the manufacturer's consumer warranty that will be passed through to the Customer. The Contractor shall provide manufacturer's warranty information (terms and conditions, provider, etc.) to the Customer with all Equipment at the time of delivery. The Contractor shall work with the Customer to facilitate Equipment replacement.
- h) **Warranty for other Deliverables.** The Contractor warrants that Deliverables furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a detailed design document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. Unless otherwise specified in the Statement of Work, the duration of warranty shall begin on the delivery date of the Deliverables in question and end one (1) year thereafter.
- i) Except as may be specifically provided in the Statement of Work, and subject to General Provisions eVAQ #19-001, Section 52, Continuing Standards of Performance for Contractor Services, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to: (i) re-performance, repair, or replacement of the nonconforming Deliverable or Equipment (including without limitation an infringing Deliverable), or (ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable, Equipment or Service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables, Equipment or Services of

equivalent capability, function, and performance. The payment obligation in subsection (j) and (ii) above will not exceed the limits on the Contractor's liability set forth in the General Provisions eVAQ #19-001, Section 30, Limitation of Liability.

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

23. SAFETY AND ACCIDENT PREVENTION

In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

24. INSURANCE

Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on State owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

25. TERMINATION FOR NON-APPROPRIATION OF FUNDS

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any Services supplied to the State under this Contract, and relieve the State of any further obligation therefore.
- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
- c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES (EXCEPT FOR COMMERCIAL SOFTWARE AND EQUIPMENT ACCEPTED PRUSUANT TO SECTION 21 ABOVE) SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

26. TERMINATION FOR THE CONVENIENCE OF THE STATE

- a) The CDT may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Deputy Director, Statewide Technology Procurement, or designee, determines that a termination is in the State's interest. The Deputy Director, Statewide Technology Procurement, or designee, shall terminate by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, such date not to be less than thirty (30) days.

- b) After receipt of a Notice of Termination, and except as directed by the CDT, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. Contractor shall:
- i. Stop work as specified in the Notice of Termination (except as required by any Disentanglement/Migration-Out Services).
 - ii. Place no further subcontracts for materials, Services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - iii. Terminate all subcontracts to the extent they relate to the work terminated.
 - iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts.
- c) After termination, Contractor shall submit a final termination settlement proposal to the Customer in the form and with the information prescribed by the CDT. The Contractor shall submit the proposal promptly, but no later than ninety (90) days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the CDT may agree upon the whole or any part of the amount to be paid as requested under subsection c) above.
- e) Unless otherwise specified in the Statement of Work, upon the termination for convenience, the CDT shall have no obligation to pay the Contractor any amount other than in accordance with the terms of the this Contract the agreed upon price for Deliverables or Services accepted or retained by the Customer and not previously paid for, adjusted for any savings on freight and other charges plus any unrecovered amortized capital costs originally identified in writing by Contractor and approved in advance by the CDT, calculated using Generally Accepted Accounting Principles.

27. TERMINATION FOR DEFAULT

Unless otherwise specified in the Statement of Work:

State of California
Statewide Technology Procurement

- a) The CDT may, subject to the clause titled "Force Majeure" and to subsection d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if Contractor fails to:
 - i. Deliver the Deliverables or perform the Services within the time specified in the Contract or any amendment thereto;
 - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii. Perform any of the other provisions of this Contract, or any contract with a Customer.
- b) The CDT's right to terminate this Contract under subsection a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the CDT's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
- c) If the CDT terminates this Contract in whole or in part pursuant to this Section, it may acquire under terms and in the manner the CDT considers appropriate, Deliverables or Services similar to those terminated, and the Contractor will be liable to the CDT for any excess costs for those Deliverables and Services, including without limitation costs third party vendors charge for the Deliverables, including any Equipment (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the CDT may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the CDT, as directed , any: completed , partially-completed or accepted Deliverables or pre-paid Services, and, subject to provisions of subsection e) below, related to the terminated portion of this Contract. Nothing in this subsection d) will be construed to grant the CDT rights to Deliverables or Services that it would not have received had this Contract been fully performed. Upon direction of the CDT, the Contractor shall also protect and preserve property in its possession in which the CDT has an interest.
- e) The CDT shall pay Contract price for completed, partially-completed or accepted Deliverables and items the CDT requires the Contractor to transfer under Section d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and CDT shall attempt to agree on the amount of payment for

materials delivered and accepted by the Customer for the protection and preservation of the property; provided that where the Contractor has billed the Customer for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The CDT or Customer may withhold from these amounts any sum it determines to be necessary to protect the CDT or Customer against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CDT.
- g) Both parties, CDT and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by each party.
- h) The rights and remedies of the CDT in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability".

28. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to: a) Acts of God or of the public enemy, and b) Acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

29. RIGHTS AND REMEDIES OF STATE FOR DEFAULT

- a) Except as provided in Section 21 and subject to Section 22 above, in the event any Deliverables furnished or Services provided by Contractor in the performance of the Contract should fail to conform to the requirements herein, the State may reject the same, and it shall become the duty of

Contractor to reclaim and remove the Deliverable promptly, including providing the State with the appropriate instructions for returning the Equipment, or to correct the performance of the Services, without expense to the State, and immediately replace or re-perform all such rejected Deliverables or Services, as applicable, with others conforming to the Contract.

- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by the State in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor, (but subject to the clause titled "Limitation of Liability").
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

30. LIMITATION OF LIABILITY

- a) Except as may be otherwise approved by the Department of Technology, Deputy Director, Statewide Technology Procurement or Deputy Chief Technology Officer, or designee, and subject to subsection b) below, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under Section 10, Compliance with Statutes and Regulations, (ii) to liability under Section 50, Patent, Copyright, and Trade Secret Indemnity, or to any other liability (including without limitation indemnification obligations)

for infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action, or (v) to direct costs of mitigation, remediation and/or notification obligations resulting from any data breach.

- c) Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.

31. DE MINIMIS DELIVERABLE OR SERVICE REQUESTS (specific to CALNET contracts)

At any time during the term, if the State determines that such Deliverables or Services requested were not provided with the required items/Services for the Deliverable or Service to perform in accordance with the intended specification and parties cannot agree as to whether such Deliverables or Services are included as part of the Deliverables and Services offered by the Contractor and the financial impact on the Contractor of satisfying such request is less than Twenty-Five Thousand Dollars (\$25,000.00) and to the extent that the cumulative and aggregate amount of all such Deliverables or Services provided does not result in a financial impact on the Contractor in excess of Section 30, Limitation of Liability, during any contract year, such failure to agree shall (1) not be deemed a disagreement; (2) such request shall be deemed a request for Services; and (3) all such Services, products, or resources shall be provided to the State by the Contractor at no cost in accordance with the terms of this Contract.

32. STATEMENT OF ECONOMIC INTERESTS

As applicable, consultants can be categorized as a public official for purposes of adherence to Conflict of Interest laws and the filing of a Statement of Economic Interests (Form 700). As such, upon award and prior to beginning work, and on an annual basis, the consultant's staff and/or subcontractors (as applicable) engaged in performing the Services described in the Contract are required to complete and submit a Form 700 to the State of California. To acquire an exemption from this requirement, consultant must submit a request to the Department of Technology, Statewide Technology Procurement explaining the basis for the request and the staff or subcontractor staff to be excluded on that basis. Form 700 and instructions can be accessed at the [California Fair Political Practices Commission website](#).

33. ACCESS TO FACILITIES/FACILITIES ACCESS POLICIES (specific to CALNET contracts)

The State acknowledges that the Contractor or its employees and/or subcontractors (collectively the "Contractor Personnel") may work closely with the State to implement and perform the Services by working on the premises of participating State agencies and departments ("State Locations").

- a) The State will ensure that Contractor Personnel have access to State Locations as reasonably necessary for the Contractor to provide the Services for which the Contractor is responsible.
- b) Contractor Personnel will coordinate with the State as necessary to obtain access to State Locations to perform the Services, or to perform other obligations as contained herein.
- c) If, as part of a State agency or department's standard policies and procedures regarding Contractors working onsite, require Contractor Personnel to execute certain documents prior to gaining access to State Locations ("Standard Access Agreements"), the State will use reasonable endeavors to:
 - i. Provide a copy of; or

- ii. A URL link to such Standard Access Agreements to Contractor in advance of any Contractor Personnel accessing the State Locations; or
- iii. Copies or references to Standard Access Agreements already executed by Contractor that apply, if any, with a statement that those are still applicable to Contractor Personnel.

34. USE AND ADVERTISING USE OF DATA

Contractor or its third party providers are not authorized to use, sell, resell, package or repackage or publicly display any information deemed by the State as confidential, sensitive or personal information pursuant to the eVAQ language or State data without written express approval of the State. This restriction includes key word searching or data mining of State data.

35. STATE COST RECOVERY

Unless otherwise specified in the Statement of Work:

The State shall not use Software, data, web services, or Documentation for a site or Service and operate the site or the Service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or Service). However, the State is authorized to provide fee-based access to an application built upon Software, hardware, Services or Documentation to eligible employees, departments, agencies, local governmental entities, and consultants of the State of California, through a website, Internet Service or otherwise, provided that the fees are established on a cost recovery basis and not for profit.

36. PRICE GUARANTEE PERIOD

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

Additionally, the parties may negotiate Individual Price Reductions (IPR) as described herein or the SOW Business Requirements, as applicable.

37. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

- a) Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault, negligence, or willful misconduct of Contractor.
- b) Contractor shall not be liable for damages solely arising out of or caused by an alteration or an Attachment not made or installed by Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by Contractor during the Contract.

38. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Deliverables, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time (but no delay or failure to so notify Contractor shall relieve it of its obligations under this Contract except to the extent that Contractor has suffered actual prejudice by such delay or failure); and

- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

39. INVOICES & PAYMENTS

Unless otherwise specified in the Statement of Work:

a) Invoices

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

b) Budget Contingency Clause

This Contract is valid and enforceable only if: (a) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s)

covered by this Agreement for the purposes of this program; and/or (b) sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this contract for the purposes of this program.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State other than as contained herein, or offer an Agreement amendment to the Contractor to reflect the reduced amount, as provided in Section 25, Termination for Non-Appropriation of Funds.

c) Recoup Cost Clause

For purpose and clarity and avoidance of confusion under this contract, the State is granted the limited right to make products and Services contemplated herein available to a) other State of California governmental entities and b) other municipal or local governments within the state of California. The State shall be authorized to establish a fee-based access to applications, data, documentation or Services provided under this contract, provided that the fees are established on a cost recovery basis and not for profit.

d) Acceptance Payments

Acceptance procedures to initiate payments will be as set forth in the Customer's Scope of Work and/or Ordering Documents. A Customer shall be deemed to have accepted each Service either (i) upon its issuance of written notice of such acceptance or (ii) thirty (30) calendar days after the Service activation date, excluding delays due to shipping time, or acceptance testing period (collectively Acceptance), unless otherwise specified in the Scope of Work or at or before the time the Customer gives the Contractor written notice of rejection or requests additional time. Any notice of rejection will explain how the Deliverable or Service fails to substantially conform to the functional and performance specifications of the Statement of Work and the Customer's Scope of Work. The Contractor will, upon receipt of such notice, investigate the reported deficiency and exercise reasonable best efforts to remedy it promptly. The Customer, in its sole discretion, will have the option to re-perform the acceptance test. If

the Contractor is unable to remedy the deficiency within thirty (30) calendar days of notice of rejection, the Customer shall have the option of terminating for default the portion of the Contract that relates to such Deliverable or Service, or terminating this Contract in its entirety for default; and/or the State or the Customer shall have the option of terminating the Service order or accepting substitute Deliverables or Service or other remedy provided in the SOW Business Requirements. No payment will be due before Acceptance thereof, except to the extent required by progress payment terms and/or progress payment requirements in the Scope of Work, if applicable.

40. REQUIRED PAYMENT DATE

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after: (a) the date of acceptance of Deliverables or performance of services; or (b) receipt of an undisputed invoice, whichever is later.

41. SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS

- a) The State government Customers of this Contract shall be subject to service taxes, fees, surcharges, and surcredits that are mandated by the government of the State of California (including the CPUC), and the federal government (including the FCC), as applicable. The Non-State Customers shall be subject to Service taxes, fees, surcharges and surcredits mandated by the State and federal governments, and also as mandated by California local government jurisdictions and political subdivisions, as applicable. Mandates in effect at the time of award and as hereafter mandated may be recovered from Customers of the applicable Service.
- b) The CDT reserves the right to verify, and if necessary, challenge the Contractor and the applicable regulatory authority, the application by the Contractor of Service taxes, fees, surcharges, and surcredits referred to in subsection a) above. Should the CDT consider the application of

such items to be inappropriate, the CDT and the Contractor shall meet and confer regarding the applicability of such items. If thereafter a dispute exists regarding the proper application of such items, the parties may resolve such disputes in accordance with Section 54, Disputes. Either party may seek guidance or clarification from the applicable regulatory authority regarding the appropriate application of such items. If the application of such items is deemed inappropriate by the regulatory authority, the Contractor shall cease and/or revise the application of such items and, if appropriate, issue retroactive credits to the impacted Customer(s).

- c) All charges under this Contract are exclusive of applicable federal, state and local sales, use, excise, utility, and gross receipt taxes, other similar tax-like charges and surcharges. The Contractor will provide the CDT the tax exemption certificates that comply with the requirements of the Internal Revenue Code and Regulations (i.e., see Internal Revenue Regulations Section 49.4253-11 and IRS Publication 510 or their current equivalent versions). The Contractor agrees to exempt all Entities from federal excise taxes and E-9-1-1 taxes as of the date the Contractor receives a duly authorized and valid exemption certificate. The Contractor agrees, for the purpose of federal exemption, that the CDT will act as the authorized agent for this Contract in submitting exemption requests on behalf of all Entities.
- d) The State of California government Customers are exempt from Service taxes, fees, surcharges, or surcredits imposed by local government and political subdivision entities, as applicable. The Contractor shall not apply Service taxes, fees or surcharges imposed by local governments and political subdivisions to the State as applicable. The State shall not be required to submit certificates of exemption in order to claim or confirm local government and political subdivision exemptions.

42. NEWLY MANUFACTURED EQUIPMENT

All Equipment furnished under this Contract shall be newly manufactured Equipment or certified as new and warranted as new by the manufacturer; used or reconditioned Equipment are prohibited, unless otherwise specified.

43. CONTRACT MODIFICATION

- a) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- b) Any change to the Contractor's name will require a Contract amendment. The State, upon notification and receipt of legal documentation indicating the name change from the Contractor, will process the required amendment, assuming no other change has been made to the business entity.

44. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to Contractor in order to carry out this Contract, or which become available to Contractor in carrying out this Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State, but in no event less than reasonable care. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to Contractor. If the methods and procedures employed by Contractor for the protection of Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available other than through a breach of Contractor's or a third party's confidentiality obligations, is already rightfully in Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Contract and without reference to the State's confidential data information, or is rightfully obtained from third parties without an obligation of confidentiality or is required to be disclosed

by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process.

- a) The Contractor shall not use or share CPNI for any activity other than as permitted by applicable law and with the approval of the Customer. The Contractor shall provide reasonable written notification to the Customer prior to the disclosure of CPNI, except where expressly authorized by the Customer. Such notification shall indicate the reason for the CPNI disclosure. A description of the Contractor's process for obtaining the Customer's authorization to release CPNI shall be provided upon the State's request.

45. NEWS RELEASES

Any news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of Technology.

46. SOFTWARE LICENSE

Unless otherwise specified in the Statement of Work:

Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive right, to the use of Software products in this Contract. The State may use the Software products only in connection with the use of the Service and according to the licensing terms specified in a Statement of Work or otherwise in the Contract. Acceptance of the Software (including any third-party Commercial Software/End User License Agreement (EULA) associated with Services sold under this Contract will be governed by the terms and conditions of this Contract.

47. PROTECTION OF CONTRACTOR FURNISHED PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

- a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished by Contractor hereunder are provided for the State's exclusive use, for the purposes of this Contract only. All such proprietary data shall remain the property of Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any Contractor furnished media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to Contractor furnished licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

48. FUTURE RELEASES

Unless otherwise specifically provided in the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the Contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

49. ENCRYPTION & AUTHORIZATION KEYS

Upon initiation of Service, Contractor, where applicable, shall provide all encryption and authorization keys required by the State to operate or access the Software products, Services or Equipment.

50. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any Deliverable or Service provided hereunder. With respect to claims arising from any Deliverable including Equipment or Software manufactured by a third party and sold by Contractor, pursuant to this Contract, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party Equipment or Software sold as a distinct unit and accepted by the State. Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this subsection will be conditional upon the following:
- i. The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that: (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose

liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of Technology will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- b) Should the Deliverables and Services or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense either: (i) to procure for the State the right to continue using the Deliverables and Services, or (ii) to replace or modify the same so that they become non-infringing, or (iii) to discontinue the infringing Service and refund any amount paid by the State for such Service to the date when infringement occurred. If none of these options can reasonably be taken, or if the use of such Deliverables and Services by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables and Services. If in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables or the use of Services acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- i. The combination or utilization of Deliverables furnished hereunder with Equipment, Software, or devices not made or furnished by the Contractor; or
 - ii. The operation of Equipment furnished by the Contractor under the control of any operating Software other than, or in addition to, the current version of Contractor-supplied operating Software; or
 - iii. The modification by the State of the Equipment furnished hereunder or of the Software; or

- iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation, hardware, or maintenance of computer Software in violation of copyright laws.

51. EXAMINATION AND AUDIT

Unless otherwise specified in the Statement of Work:

- a) Without limiting any examination or audit rights, or other rights of the State set forth in the Contract, Contractor agrees that the State, or its designated representative, shall have the right, at any tier or level, to audit, review and copy any records and supporting documentation pertaining to performance of and invoicing under this Contract and to audit the practices and facilities used by Contractor to provide the Services and related operational matters. Contractor agrees to maintain such records for possible audit for a minimum of four (4) years after final payment and five (5) years for Federal Universal Service Fund ("E-rate") funded projects, unless a longer period of records retention is stipulated or required by law. Contractor agrees to allow the auditor(s) access to such records and facilities during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. The State agrees to take all reasonable steps to ensure that such information is not disclosed to third parties, subject to the California Public Records Act or other lawful process (e.g. in response to a subpoena).
 - i. For avoidance of doubt, audits may include those conducted by personnel of the State, or its designated representative, in performance of Contract oversight responsibilities in reviewing invoices, monthly fiscal management and/or other required reports, as well as the application of service taxes, fees, surcharges and surcredits on invoices.
 - ii. If an audit reveals that Contractor has overcharged the State or Customers for Service(s) during the period to which the audit relates, then Contractor shall promptly refund such overcharges to

the State or Customer as appropriate, and, if the amount of the overcharge (offset by any undercharges revealed by such audit) is more than five percent (5%) of Contractor's charges to the State or Customer for such Service(s) for such period, the reasonable cost of such audit (including any imputed costs of State for audits performed by the State itself) shall be borne by Contractor.

- iii. If any audit reveals an inadequacy or insufficiency of Contractor's performance, including performance in connection with any security obligations of Contractor as set forth in this Contract, Contractor shall promptly develop and provide to the State, for approval, a reasonable and detailed corrective action plan and promptly thereafter implement such plan in accordance with its terms. In addition, the cost of such audit, and subsequent related audits or audit activity, shall be borne by Contractor in the event that: (i) the State specifically identifies a particular deficiency with respect to Contractor's performance of any particular Service; and (ii) Contractor either denies or fails to cure such identified deficiency within thirty (30) calendar days. Further, Contractor agrees to include an equivalent right of the State to audit records and facilities and interview staff in any subcontract related to performance of and invoicing under this Contract.
- b) Notwithstanding anything to the contrary in this Section, the State or any auditing body or its designated representative, agrees that it will not exercise the audit rights described in this Section for purposes of conducting an enterprise-wide audit of Contractor's performance under this Contract (i.e., Contractor's performance hereunder with respect to all issued Ordering Documents) more than once per calendar year, however, any follow-up reviews or other investigations related to an audit initiated under this Section may be conducted at any time and upon reasonable notice.
 - c) Where Contractor conducts an internal audit of Contractor's performance under this Contract which shows any significant failures by Contractor to meet its obligations hereunder, Contractor shall provide to the State a written summary describing in reasonable detail such findings of such internal audit. If Contractor determines at any time that it has overcharged any Customer, then Contractor shall promptly provide to the

applicable Customer a credit equal to the amount of such overcharge plus interest from the date of Contractor's receipt of such overcharge at a rate which is consistent with the rate provided in the California Prompt Payment Act, Government Code Section 927 et seq.

- d) Contractor agrees that (i) the State or its designees will have the right to obtain, copy and review all billing records of public or local government entities purchasing under this Contract, provided that notice of such rights is included within the Authorization to Order (ATO) under State Contract used by non-State agencies purchasing under the Contract; and (ii) the State may forward audit results showing call rate discrepancies to the CPUC.

52. CONTINUING STANDARDS OF PERFORMANCE FOR CONTRACTOR SERVICES

Unless otherwise specified in the Statement Work:

- a) Applicability

Contractor agrees that subsequent to completion of the successful performance period and Acceptance of the Services by the State, Contractor will comply with the availability and/or performance requirements and criteria established in this Contract throughout the full Contract Term, including any extensions. If the State determines, after at least six (6) months experience with the measurement method prescribed below, that the methods and procedures should be modified to more accurately identify material System deficiencies, an appropriate Contract amendment shall be negotiated and upon agreement executed to effect such modification.

- b) Causes and Effects of Contractor Service Malfunctions
 - i. The State recognizes that Equipment failures do occur, and that Software is not infallible. Moreover, the State concedes that conditions external to Equipment may cause it to fail, particularly environmental conditions, that are outside the Equipment design operating parameters. The State agrees, therefore, that unsatisfactory Contractor Service performance which is outside the control of Contractor or

- Contractor Personnel will not be considered in a determination of the level of performance.
- ii. In the event Contractor's Service failure or unsatisfactory performance is a result of factors external to the Contract, Contractor agrees to make appropriate recommendations to the State in order that such external factors may be corrected to preclude future problems of a similar nature. Within five (5) business days after such failure occurs, Contractor shall meet and confer with the State regarding appropriate next steps, which may include preparation, for the State's review, comment and approval, of a milestone-based action plan making such recommendations and corrections described in the preceding sentence.
 - iii. In the event that the precise cause of a failure cannot be readily determined, both the State and Contractor shall continue to research the situation until the probable cause has been identified or until agreement is reached that the probable cause cannot be identified. Within five (5) business days after such failure occurs (or such other timeframe specified in the solicitation), Contractor shall meet and confer with the State regarding appropriate next steps, which may include preparation, for the State's review, comment and approval, of a milestone-based action plan for researching the probable cause of the failure.

c) Levels of Performance Required

Contractor shall perform the Deliverables or Services, at the levels of quality, completeness, accuracy, timeliness, responsiveness and efficiency that are consistent with the accepted industry standards or Service Level Agreements applicable to the performance of such Deliverables and the Services or, if higher, the levels of the same received by the State prior to the Effective Date and as set out in applicable Service performance exhibits or the Statement of Work, agreed upon by the parties and incorporated into the Contract. Without limiting the foregoing or other obligations of Contractor, for those Deliverables and Services for which the Statement of Work specifies a particular service level, Contractor shall provide all Deliverables, and Services at levels at least in accordance with such service levels.

d) Remedies for Unacceptable Levels of Performance

The remedies provided in this Section shall be in addition to any remedies provided in Section 22, Warranty. If a Contractor Deliverable, requirement, or Service does not meet the minimum level of performance as set forth in the Statement of Work, the remedy or process for correction set forth in the Statement of Work will be followed by the parties. If the specific Deliverable or Service has no remedy or process for correction set forth in the Statement of Work, State shall promptly notify Contractor in writing of such unacceptable performance and the impact on the State, and Contractor shall promptly initiate action to remedy the unsatisfactory performance. Contractor shall, at its option, take one or more of the following actions to correct the situation:

- i. Provide on-site Contractor personnel for analysis of the problem;
- ii. Replace the Equipment, Deliverable or Service;
- iii. Provide substitute Equipment, Deliverable or Service satisfactory to the State;
- iv. Modify the Equipment, Deliverable or Service; or
- v. Take any other action with which the State concurs.

If Contractor fails to correct an unacceptable level of performance with respect to any Equipment, Deliverable, or Service to the requirements of the Contract of the State during the thirty (30) calendar days following receipt of written notice from the State (or such other timeframe specified in the Contract), the State and Contractor can mutually agree to extend the time to a specified date. If Contractor fails to correct the situation to the satisfaction of the State by the end of the specified time period, then, without limiting any other remedy specified in the Contract, the State may (i) secure replacement Equipment, Deliverables, or Services with Contractor responsible for payment of Costs to Cover, and/or (ii) terminate that portion of the Contract relating to the deficient Equipment, Deliverable, Requirement, or Service. The above-described remedies are not intended to constrain either party from any other action mutually agreed to by Contractor and the State as being more appropriate or to limit any of the State's other rights and remedies under this Contract, at law or in equity, including the application of Section 63, Liquidated Damages or the exercise of Section 64, Set-Off Rights.

e) Replacement or Substitution of Equipment by Contractor

If Contractor, in an attempt to improve the level of performance, replaces or substitutes Equipment or Service that meets all of the Contract requirements, such replacement or substitution shall be at no cost to the State.

f) Review of Performance

Contractor's performance will be periodically evaluated in accordance with the service levels for each Service delivered throughout the term of this Contract.

53. AVAILABILITY

If at any time after award of this Contract, the Contractor becomes unable to provide any part of its contracted Services, the Contractor must, within ten (10) Business Days, notify the State in writing to seek a potential resolution, and if appropriate, propose a replacement of those Services which it can no longer provide. The replacement must be at no cost to the State, and shall be equivalent to or exceed the proposed Service which was previously offered and accepted by the State in the Contractor's Final Bid or awarded Contract.

The State reserves the sole right to determine if the proposed replacement is acceptable. An inability to provide a mandatory requirement may be grounds for Contract termination in whole or in part.

54. DISPUTES

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally.
- b) If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the

Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have thirty (30) days after receipt of Contractor's written demand invoking this Section 54, Disputes, to render a written decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention.

- c) If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within fifteen (15) days of its issuance (or the expiration of the thirty (30) day period in the event no decision is rendered by the contracting department), to the Department of Technology, Deputy Director, Statewide Technology Procurement or Deputy Chief Technology Officer, or designee, who shall have thirty (30) days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- d) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract Service in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.
- e) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department of Technology, Deputy Director, Statewide Technology Procurement or Deputy Chief Technology Officer, or designee if an appeal was made. If the Department of Technology Deputy Director or designee fails to render a final decision within thirty (30) days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- f) For disputes involving purchases made by the Department of Technology, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The Department Director or designee shall have thirty (30) days to render a final decision. If a final decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- g) The dates of the decision and appeal in this Section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

55. STOP WORK

- a) The State may, at any time, by written Stop Work Order to Contractor, require Contractor to stop all, or any part, of the work called for by this Contract for a period of forty-five (45) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. The State shall make an equitable adjustment in the

delivery schedule, this Contract price, or both, and this Contract shall be modified, in writing, accordingly, if:

- i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii. Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

56. FOLLOW-ON CONTRACTS

- a) If Contractor or its Affiliates provides Technical Consulting and Direction (as defined below), Contractor and its Affiliates:
- i. Will not be awarded a subsequent Contract to supply the Deliverables, Services, or systems, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
 - ii. Will not act as consultant to any person or entity that does receive a Contract described in subsection i. above. This prohibition will continue for one (1) year after termination of this Contract or completion of the termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means Services for which Contractor received compensation from the State and includes:
- i. Development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - ii. Development or design or test requirements;
 - iii. Evaluation of test data;

- iv. Direction of or evaluation of another Contractor;
 - v. Provision of formal recommendations regarding the acquisition of Telecommunication Technology products or Services; or
 - vi. Provisions of formal recommendations regarding any of the above.
For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of Technology, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply: (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or (ii) where the State has entered into a master agreement for Software or Services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

57. COVENANT AGAINST GRATUITIES

Contractor represents and warrants to the State that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this representation and warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained

by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

58. NONDISCRIMINATION CLAUSE

- a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

59. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the

National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

60. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, or Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Deliverables or Services by the supplier of sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - i. The assignee has not been injured thereby, or
 - ii. The assignee declines to file a court action for the cause of action.

61. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

62. AMERICANS WITH DISABILITIES ACT

Contractor assures the State that Contractor currently complies and at all times during the Term of this Contract will comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

63. LIQUIDATED DAMAGES

Unless otherwise specified in the Statement of Work:

- a) General Liquidated Damages (including but not limited to performance deficiency charges or service level agreements) are intended to encourage timely delivery of Deliverables and the provision of reliable and responsive Services by the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Contract and to set an amount in advance of contractual non-compliance to compensate CDT or the Customer for damages that are impractical or extremely difficult to estimate, but which would be sustained by CDT or the Customer in the event the Contractor fails to

perform Services as agreed. The Liquidated Damages are intended to be a reasonable estimate of the damages and costs the CDT or the Customer would sustain as a result of noncompliance to the terms of the Contract. These are not punitive. CDT and the Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon Services in a timely manner as specified in the Contract or service levels CDT or the Customer may assess such amounts set forth in the Statement of Work as Liquidated Damages, and not as a penalty.

- b) Payment of Liquidated Damages. CDT or the Customer may deduct Liquidated Damages from Contractor's invoices and/or may assess such Liquidated Damages by a separate invoice at any time during the Contract or within thirty days after the contractual period ends. The CDT or the Customer will notify the Contractor in writing of any claim for Liquidated Damages pursuant to this Section on or before the date the State deducts such sums from money payable to the Contractor. If CDT or the Customer imposes Liquidated Damages, upon notification by CDT or the Customer, the Contractor shall show the Liquidated Damages as a subtracted item from its invoice(s). The Contractor shall also be liable for actual damages above Liquidated Damages payment. CDT or the Customer may withhold the amount of the Liquidated Damages from any other money owed by the Contractor, in addition to any other remedies available to CDT or the Customer. Imposition of Liquidated Damages does not constitute a waiver of the CDT or the Customer's right to issue a Stop Work Order, as provided in Section 55, Stop Work, to terminate the Contract pursuant to Section 27, Termination for Default or to exercise its rights under the service level agreement terms. In the event of such a termination, the CDT or the Customer shall be entitled at its discretion to recover actual damages caused by the Contractor's failure to perform its obligations under this Contract.

64. SET-OFF RIGHTS

Notwithstanding anything to the contrary in this Contract, and in addition to the other rights of the CDT and/or the applicable Customer hereunder with respect to disputing invoices or withholding amounts, the CDT and/or the applicable Customer, in its sole discretion, may set off against any and all amounts otherwise payable to Contractor pursuant to any of the provisions

of this Contract: (i) any and all amounts claimed by the CDT and/or the applicable Customer in good faith to be owed by Contractor to the CDT and/or the applicable Customer pursuant to any of the provisions of this Contract; and (ii) any and all amounts that the CDT and/or the applicable Customer believes in good faith that it does not owe to Contractor pursuant to any of the provisions of this Contract. Within twenty (20) calendar days after any such set-off by the CDT and/or applicable Customer, the CDT and/or applicable Customer shall provide Contractor with a written accounting of such set-off, a written statement of the reasons therefore, and a reasonable opportunity to meet and discuss the claimed set-off. In the event Contractor does not agree with the set-off applied, Contractor or applicable Customer may contact the CDT to seek equitable resolution or exercise its rights under applicable law.

65. CONTRACTOR PERSONNEL

- a) When Contractor needs access to Customer's premises to perform the required Services under this Contract, Contractor personnel shall perform their duties during Customer's regular work days and normal work hours, except as may be specifically agreed to otherwise by the Customer and Contractor.
- b) The CDT and/or applicable Customer reserves the right to disapprove the continuing assignment of Contractor personnel working on Customer premises. If the CDT and/or applicable Customer exercises this right, and Contractor cannot immediately replace the disapproved personnel, the CDT and/or applicable Customer agrees to an equitable adjustment in schedule or other terms that may be affected hereby.
- c) Contractor will make every effort consistent with sound business practices to honor the specific request of the CDT and/or applicable Customer with regard to assignment of its employees; If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond Contractor's control, Contractor will make every reasonable effort to provide suitable substitute personnel.
- d) Contractor represents that the individuals designated as Contract Contact in the Contract are, and promises that any subsequent Contract Contact shall be, experienced professionals, possessing the appropriate knowledge, skills, and expertise to perform properly their assigned duties. Except as specifically provided, with regard to each of the Contract

Contact, including replacements for the Contract Contact, Contractor shall exercise every reasonable effort to not transfer the Contract Contact during the first eighteen (18) months (or such other time periods as may be specified in the solicitation or any Statement of Work) after the date that such individual commences performing Services as one of the Contract Contact hereunder. Contractor may transfer or terminate Contract Contact at any time in the event the needs of Contractor's business support a transfer, or the individual is eligible for a promotion or other positive type of employment opportunity, or the individual's personal life experience requires a transfer, or the individual's employment is terminated for "good cause" (which term, as used in this Contract, means cause for termination, including a lay-off, as determined in accordance with Contractor's employment policies, consistently applied). Contractor shall exercise every reasonable effort to notify the State prior to the transfer of Contract Contact to another position within Contractor's organization, including upon any such replacement or reassignment if the function being performed by the individual being replaced or reassigned is eliminated from the Services. If any of the Contract Contact is reassigned, becomes incapacitated, or ceases to be employed by Contractor, and therefore becomes unable to perform the functions or responsibilities assigned to such person, Contractor shall promptly replace such person with another person at least as well qualified to perform such functions and responsibilities as the person being replaced, and the State shall have the right to interview (in the presence of a Contractor representative) and provide input to Contractor concerning each such replacement.

The parties acknowledge that qualifications include a mix of experience and education and that equally qualified individuals may have different mixes thereof. Contractor shall cause its subcontractors to comply with this provision with respect to any of individuals of such subcontractors that are designated as Contract Contact.

- e) In recognition of the fact that Contractor personnel providing Deliverables, requirements, or Services under this Contract may perform similar Services from time to time for others, subject to the above paragraph, this Contract shall not prevent Contractor from performing such similar Services or restrict Contractor from using the personnel

provided to the State under this Contract, providing that such use does not conflict with the performance of Services under this Contract.

66. PROVISIONING OF DELIVERABLES AND SERVICES

The State and Authorized Users may order Deliverables and Services under this Contract by issuing the appropriate Ordering Document form(s) in accordance with the user instructions. The Contractor will not commence provisioning Deliverables or Services for a given Customer until the Contractor receives a complete, signed, accepted, and accurate order form such as a Form 20, Telecommunications Service Request, STD 65, Purchasing Authority Purchase Order, or equivalent. The order form may be accompanied by an Authorization to Order (ATO) and/or a Work Authorization as applicable.

67. UNANTICIPATED TASKS

Unless otherwise specified in the Statement of Work:

Any Services, functions, requirements, developments, or responsibilities not specifically described in this Contract that are consistent with industry standards, an inherent, necessary or customary part of the Services or are, consistent with industry standards, required for proper performance or provision of the Services in accordance with this Contract shall be deemed part of the Services and Contractor shall provide them as part of the Services without additional charge.

In the event that any other work must be performed which was wholly unanticipated and is not specified in the Statement of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined for particular Deliverable(s) and/or Service(s), the procedures outlined in this Section will be employed.

For each item of wholly unanticipated work not specified in the Statement of Work, a Work Authorization will be prepared.

It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such Work Authorization. Such Work Authorization shall in no way

constitute a Contract other than as provided pursuant to this Contract and shall not in any way amend or supersede any of the other provisions of this Contract.

Each Work Authorization shall consist of a detailed statement including justification of the need for the wholly unanticipated work, a description of the work to be accomplished by Contractor, the job classification or approximate skill level of the personnel to be made available by Contractor, an identification of all significant material to be developed by Contractor and delivered to the State, an identification of all significant material to be delivered by the State to Contractor, an estimated time schedule for the provision of the work by Contractor, completion criteria for the work to be performed, the name or identification of Contractor personnel to be assigned, Contractor's estimated work hours per person (and/or estimated subtotal of rates and charges per Deliverable(s) and/or Service(s)) required to accomplish the work, Contractor's billing rates per work hour per person (and/or estimate rates and charges per unit for Deliverable(s) and/or Service(s)) required to accomplish the work, and Contractor's estimated total cost of the Work Authorization.

All Work Authorizations must be in writing prior to beginning work and signed by Contractor and the State.

The State has the right to require Contractor to stop or suspend work on any Work Authorization pursuant to the provisions of Section 55, Stop Work, of this Contract.

Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:

- i. If, in the performance of the work, Contractor determines that a Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, Contractor will immediately notify the State in writing of Contractor's estimate of the work hours which will be required to complete the Work Authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize Contractor to expend the estimated additional work hours in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization will not be unreasonably withheld), or

- b. Terminate the Work Authorization, or
 - c. Alter the scope of the Work Authorization in order to define tasks that can be accomplished within the remaining originally estimated work hours.
- ii. The State will notify Contractor in writing of its election within seven (7) calendar days after receipt of Contractor's notification. If notice of the election is given to proceed, Contractor may expend the estimated additional work hours. The State agrees to reimburse Contractor for such additional work hours.

68. NEED FOR CONTRACTOR SERVICES DUE TO EMERGENCY

Unless otherwise specified in the Statement of Work:

An emergency is defined in **PUBLIC CONTRACT CODE SECTION 1102**:

"Emergency," as used in this code, means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

- a) Contractor shall make every reasonable effort to assist the Customer in procuring use of Contractor Services consistent with that provided under this Contract to meet emergencies. The price and service levels for such compatible Services shall be reasonably set by mutual agreement of the parties and shall be no greater than the Contract rates and at service levels substantially similar to those set forth in the Contract.
- b) The Customer, at its option, may accept or reject the use of emergency equipment.

69. NON-EXCLUSIVE AGREEMENT

Nothing in this Contract shall be construed as a requirements contract or interpreted as preventing the CDT from obtaining, consistent with CDT policy, any portion, component, subset or all of the Services offered under the terms and conditions of this Contract, or any other Services (analogous, similar, comparable or otherwise) from third parties, or providing the same to itself. Nor shall anything in this Contract be construed or interpreted as

limiting the CDT's right or ability during the Term of this Contract to increase or decrease its demand for Services hereunder. To the extent the CDT, consistent with CDT policy, obtains from third parties, or provides to itself, replacement Services for any of the Services hereunder, the amount to be paid to Contractor by the CDT for the remaining Services will be equitably adjusted downward, to the extent necessary, to reflect the portion of the Services that Contractor will not be providing or performing, regardless of whether such Services were priced individually or as a bundle with any of the remaining Services.

70. CHARGES

Unless otherwise specified in the Statement of Work:

Contractor agrees that the Customers are not subject to any minimum monthly usage charges for any Services contracted under this Contract.

- a) Contractor agrees that Services not identified in this Contract may not be provided nor charged to any Customer pursuant to this Contract, but that Contractor may use the invoicing process of this Contract so as to allow for invoicing of Services not related to this Contract, provided that such items are clearly identified as not related to this Contract.
- b) Invoices for all contracted Services shall not be subject to late payment charges prior to the Contract defined due date.
- c) Contractor agrees that the charges shall comply with Section 78, Most Favored Nation.

71. ADMINISTRATIVE FEE

Unless otherwise specified in the Statement of Work, if applicable:

- a) Contractor agrees to pay the CDT an administrative fee as required and established by the CDT. The administrative fee shall be used to fund only the CDT activities, or the CDT funded CDT offices and activities. The CDT's objective is not to increase the administrative fee associated with any existing Service or establish an administrative fee associated with any new Service if when combined with Contractor's Contract rate for the Service the administrative fee raises the total price for the Service to a level that

is non-competitive with similar Services available in the telecommunications industry. Notwithstanding the foregoing, in all events the CDT shall be entitled to an administrative fee increase in order to achieve cost recovery of CDT program operations. The administrative fee will be based on the CDT costs to manage this Contract as well as perform other mandated functions and may be adjusted annually or as otherwise deemed necessary by the State, based on fiscal year projected requirements, upon reasonable notice to Contractor. Administrative fees shall be determined upon contract award. Contractor will bill, collect and remit a Contract administrative fee to CDT. The administrative fee may be applied to any and all contracted items. This fee shall appear separately on the Customer's invoice. The administrative fee reimbursement amount shall appear on the monthly detailed fiscal management reports referenced in this Contract to be delivered to the CDT.

- b) Contractor shall bill, collect and remit a check or electronic funds transfer notification based on the amount billed for this administrative fee to the CDT on a monthly basis at no additional cost. The administrative fee shall be paid to the CDT no later than the 30th of the month, for the amount billed two months preceding. Contractor shall pay a late payment fee on any such administrative fees not paid to the CDT when due in accordance with the Statement of Work.
- c) Contractor agrees to provide monthly fiscal management reports identifying Services in accordance with this Contract.

72. CONTRACTOR COMMITMENTS AND REPRESENTATIONS

Any written commitment by a duly authorized representative of Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill any such commitment shall render Contractor liable for performance deficiency charges or other damages due to the State as set forth herein. Such written commitments include but are not limited to:

- a) Any warranty or representation expressly made by Contractor as to Deliverables, Service, Equipment or Software performance, total System

performance, or other physical design or functioning characteristics of a Machine or Software system,

- b) Any warranty or representation expressly made by Contractor concerning the characteristics of the items described in a) above, made in any publication, drawings, or specifications accompanying or referred to in the Contract, and
- c) Any written notification of or affirmation or representation as to the above which is made by Contractor in or during the course of negotiations and which is incorporated into a formal amendment to the Contract.

73. SERVICE TO PUBLIC ENTITIES AND LOCAL GOVERNMENT AGENCIES

In accordance with Government Code Section 11541, Contractor agrees to provide Service to all public and local agencies in the State pursuant to this Contract and hereby acknowledges that the State is not responsible for payment, Deliverables, requirements or Services rendered these Customers. Contractor agrees that it shall have no recourse against the State for any act or omission of the local public entity, which arises from Contractor furnishing Equipment or Services pursuant to this Contract. Contractor understands and acknowledges that under this Contract the State neither promises nor guarantees any minimum amount of revenue for Contractor or minimum amount of Deliverables, requirements, or Services to be purchased.

74. AVAILABILITY OF REFRESHED TECHNOLOGY AND ADDITIONAL SERVICE ITEMS

- a) Contractor shall evolve, supplement, and enhance the Equipment and Services provided in the normal course of business and that which is in scope of the Contract during the Term, both to keep pace with and utilize technological advancements and improvements in the method of delivering telecommunications related Services and the pricing thereof. Contractor also acknowledges that the telecommunications environment is critical to the State's business success, and that the State's needs and requirements with regard to the telecommunications environment may

also evolve and change over time, and that the need for enhanced or modified functionality may arise. Therefore, during the Term and within Contract scope, either party may suggest enhancements or additional required Equipment or Services, modifications, cost saving items, or items that might be considered to keep pace with and/or to take advantage of the latest and most useful technological advancements and improvements in Contractor's performance (collectively, "Enhancements").

- b) When such Enhancements substitute, replace, modify or improve Equipment or Services already being received by the State (e.g., network backbone upgrades that generally benefit all users of the network and are not specifically requested by the State), Contractor will make such Enhancements available to the State under this Contract at no additional cost to the State.
- c) If Enhancements do not substitute, replace, modify or improve Equipment or Services already being received by the State under this Contract, but instead add to additional material functionality and features, Contractor will make such Enhancements available to the State under the existing Contract through a written proposal. Each proposal for Enhancements must provide a 1) business case that includes potential users and technical requirements, if any, and 2) competitive pricing that includes market analysis that illustrates cost benefits and cost justification. The State, in its sole discretion, shall determine whether to approve of the proposal Enhancements and its inclusion in the Contract. If the State chooses to proceed hereunder, the State and Contractor will negotiate in good faith to agree on any additional terms and conditions, if any, under which the Enhancement will be added to this Contract through the amendment process. The Contractor shall update any applicable marketing plans used in connection with the Equipment or Services hereunder.
- d) Contractor understands that the State is solely responsible for approval of proposal and agrees, absent an approved amendment from the Contracts authorized State agency or/State's designated authority; Enhancements must not be added to this Contract. Consistent with and without limiting anything set forth in Section 69, Non-Exclusive Agreement, nothing in this Section shall prohibit the State from pursuing or obtaining

- the same or similar Enhancements with or from other providers or requiring that certain Enhancements may only be obtained from certain providers.
- e) Contractor agrees that Enhancements must not be added to the Contract at the request of any local government or a State agency unless otherwise authorized by the CDT.

75. PRICING AND SERVICE REVIEW

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

76. SERVICE COSTS

Any Contractor's list of Service and product descriptions accepted by the State shall correlate the Service to the associated Contract rates as applicable under this Contract. All costs will include all monthly recurring and usage charges, volume discounts, and non-recurring charges as applicable. Listed pricing will include all elements necessary to configure an instance of working Service including activation, delivery, and training. Any no-cost items will be clearly identified and any Service elements without associated pricing will be considered no charge items.

77. INDIVIDUAL PRICE REDUCTIONS (specific to CALNET)

The Contractor may enter into negotiations with the Customers resulting in an Individual Price Reduction (IPR). IPRs can result in a price reduction only or price reduction for a limited duration commitment. At no time will any other Contract term and condition be modified. IPRs commitments shall not exceed the Contract Term.

78. "MOST FAVORED NATION" STATUS OF STATE (specific to CALNET)

Unless otherwise specified in the Contract, the Contractor agrees to give CDT the "Most Favored Nation" status, in that the Contractor agrees that no other similarly situated public customer of the Contractor or any of its Affiliates will receive rates for a substantially similar Service, or suite of Services, offered under substantially similar terms and conditions that are lower than the statewide rates provided hereunder when the volume of business from the other public customer is equal to or less than the volume of the business delivered under this Contract. The Contractor agrees to promptly bring to the CDT's attention instances in which other public customers of the Contractor or any of its Affiliates may receive lower rates for substantially similar Services. For comparison purpose, all rates used for comparison shall not include administrative fees, service taxes, fees, surcharges, or surcredits equivalent to those of Section 71, Administrative Fee, or Section 41, Service Taxes, Fees, Surcharges, and Surcredits. If the Contractor or its Affiliates offer lower rates to any other public customer for the same or a substantially similar Service, or suite of Services, offered under substantially similar terms and conditions, the Contractor shall adjust the Contract rates prospectively to match or beat such rates. If the Contractor offers a bundled package of Deliverables and/or Services under substantially similar terms and conditions to other public customers at a rate lower than the rate(s) charged for such Deliverables and/or Services provided under this Contract, CDT reserves the right to amend the Contract to add a similarly bundled package of Deliverables and/or Services at such lower rate. At the end of each Contract year, an executive level officer

with authority to represent the Contractor shall certify in writing to CDT that the Contractor has complied with this provision. If the Contractor is not in compliance with this Section, the Contractor and CDT shall make adjustments and/or payment as necessary and described Section 63, Liquidated Damages, or Section 75, Pricing and Service Review, as applicable. Nothing herein shall be construed to require the Contractor to offer, provision, or sell Services in a manner that conflict with applicable laws or regulations.

79. FEDERAL UNIVERSAL SERVICE FUND

Federal Grant programs are available to schools, libraries, government run healthcare facilities and other eligible Customers under the Universal Service Fund. To the extent such programs are applicable to the Services under this Contract, as determined by CDT, or required by law, Contractor agrees to:

- a) Provide Contract telecommunications Services to public entities qualified for Universal Service Fund Support;
- b) Be certified as a Universal Service Administrative Company (USAC);
- c) Meet Federal requirements for timeliness and accuracy in processing E-rate and other USAC program requests and invoicing; and
- d) Ensure that CDT has pre-approved the use of Contract Services by Customers otherwise qualified for the Federal Universal Service Fund.

80. EXISTING EQUIPMENT & TITLE TO EQUIPMENT

- a) The Contractor agrees to reasonably accommodate its Customers and utilize existing Equipment. The Contractor's proposed Services shall reasonably accommodate the use of such existing Customer Equipment.
- b) Title to Equipment, accessories, and devices provided under this Contract shall not vest in the Customer, unless such items are purchased by the Customer. All devices and accessories furnished by Contractor hereunder, except those purchased by the Customer, shall accompany the Equipment when returned to Contractor.

81. UNLAWFUL USE

Customer will not use any Service for any unlawful purpose. Without limiting any other remedy specified in this Contract, Contractor reserves the right to take any action it deems necessary to prevent unlawful use and to control fraudulent use. Such actions by Contractor may include, but are not limited to, blocking certain traffic, refusing to accept calling card, collect calling and or third number calls, or discontinuing provision of Service to the End-User or canceling the End-User's account.

82. MIGRATION

Unless otherwise specified in the Contract, Contractor shall prepare and deliver to CDT, for CDT's review, comment and approval, a Migration-In Plan for migrating the provision of Services pursuant to the Contract to the provision of Services pursuant to this Contract as set forth in this Contract. To the extent Contractor deems appropriate, or as otherwise requested by CDT, Contractor shall design the Migration-In Plan to use a phased migration strategy.

83. DISENTANGLEMENT (MIGRATION-OUT)

Unless otherwise specified in the Statement of Work:

- a) Term Migration-Out shall be synonymous with Disentanglement. The Migration-Out shall begin on the earlier of the following dates, as applicable, the "Migration-Out Commencement Date": (1) as elected by the State, up to sixty (60) calendar days prior to the end of the Category or Subcategory Contract Term that the State has not elected to extend pursuant to Section 4, Contract Effective Date or has already extended fully as permitted under this Section; or (2) the date a Notice of Termination is delivered pursuant to Section 26, Termination for the Convenience of the State, or Section 27, Termination for Default; or (3) the State's election pursuant to Section 69, Non-Exclusive Agreement, to obtain any portion, component, subset or all of the Services offered under the terms and conditions of this Contract, or any other Services (analogous, similar, comparable or otherwise) from third parties, including other Category or Subcategory Contractors, or to provide the same to

itself. The Contractor shall provide Migration-Out Services until it has completed the obligations of this Section.

The Contractor's obligation to continue to provide the affected Services shall continue until the earlier of (i) completion of a migration to a new Service provider as provided in this Section, or (ii) eighteen (18) months after the effective date of any termination or expiration. During Migration-Out, the Contractor shall continue to provide Service(s) in a manner consistent with the Contractor's provision and performance of such Service(s) during the period such Service(s) were provided to the State hereunder.

- b) Subject to the performance by the State and any subsequent provider of similar Services, the Contractor shall cooperate fully with the State and third parties and shall take all actions requested by the State or as necessary to accomplish a smooth, complete conversion of responsibility for the Services being terminated from the Contractor to the State, or to any replacement provider designated by the State (a "Migration-Out"), with no material interruption of, or adverse impact on, the State in any way, including on the Services. In the event the State elects to terminate any Service (but not all Services in the aggregate) pursuant to the terms hereof, the Contractor shall perform its Migration-Out obligations hereunder to the extent applicable to the Service or Services being terminated. The Contractor's obligations hereunder regarding the collection and payment to the California Department of Technology of administrative fees shall continue throughout Migration-Out.
- c) If the State determines that the Contractor has not complied, or is unlikely to comply, with Migration-Out requirements identified in the Migration-Out Plan, and such non-compliance was a direct result of the Contractor, subcontractor or supplier, and not due to any third party or situations outside the control of the Contractor, as determined by the State, the State may give written notice to the Contractor of non-compliance. After such notice, the Contractor shall provide to the State all necessary additional Contractor personnel to accelerate performance as may be required or necessary to timely achieve compliance or, if the Contractor has already failed to comply, achieve compliance within a re-adjusted time frame established by the State. The Contractor shall have seven (7) calendar days, or longer if agreed to by the State in writing, to achieve compliance.

- d) For each material Migration-Out requirement not completed after the notice of non-compliance period, the State shall be entitled to invoice the Contractor for up to \$2,000 per day for each Customer affected by a material deficiency not to exceed \$10,000 per day for all deficiencies until the Contractor is in material compliance with the requirements of the Migration-Out Plan. The Contractor may exercise its dispute rights under Section 54, Disputes, in the event that the Contractor disagrees with the State's application of this Section; however, pending final resolution of any dispute, the Contractor shall diligently proceed without disruption or delay with the performance of the Migration-Out Plan.
- e) All Migration-Out Services performed by the Contractor during the conversion shall be performed by the Contractor at no additional cost to the State beyond what the State would pay for the Services.
- f) The Contractor shall provide to the State all State data and documentation and other information reasonably requested by the State in connection with the conversion that is sufficient to enable the State, or another reasonably competent service provider, to fully assume the provision of any terminated Services. Except as the Contractor is otherwise required to retain such data under this Contract or by law, the Contractor shall destroy all copies of Customer data not turned over to the State.

The Contractor shall export all artifacts and data to the requesting Customer. The State reserves the right to define export data formats, storage media type, locations to which data is to be delivered, and other special criteria deemed necessary for successful Migration-Out.

- g) To the extent applicable to the Services provided by the Contractor hereunder, the Contractor shall provide to the State as complete and accurate an inventory as is reasonably practicable and such other information regarding such items as the State reasonably requests and is necessary for Migration-Out of Services.

84. REPORTS, DATA AND INVENTORY

The Contractor shall provide all reports required by this Contract or otherwise requested by CDT or Customer. Upon CDT's or Customer's request, at intervals and for any reason related to the Contract and

Services provided under the Contract, during the Contract Term, the Contractor shall:

- a) Provide to CDT or Customer all data and documentation and all other information as requested by CDT or Customer. The export data formats and storage media type will be defined by the CDT or Customer.

85. SUBCONTRACTORS

Unless otherwise specified in the Statement of Work:

Contractor shall not subcontract all or any part of the Service without the prior written consent of the State, which will not be unreasonably withheld; provided, however, that Contractor may subcontract for internal infrastructure support, not specifically for this Contract, without notice to or consent from the State. Each subcontractor will perform only the specific Services described with regard to such subcontractor in a written request submitted by Contractor to the State when seeking such consent; and no change may be made to the specific Services performed by a particular subcontractor, and no substitution, replacement, or change of subcontractors may be made, without the advance written consent of the State, which will not be unreasonably withheld. All performance of Services by each subcontractor shall at all times be in accordance with the terms and conditions of this Contract. Contractor covenants that its arrangements with subcontractors shall not prohibit or restrict any such subcontractor from, at any time, entering into direct agreements with the State. The State's consent with respect to Contractor's use of a particular proposed subcontractor, shall be given or withheld in writing within Contractor's reasonably requested timeframe, and, if such consent is withheld, the State's notice thereof to Contractor shall set forth the reasons for such withholding of consent. If the State determines in good faith and in a commercially reasonable manner that the performance or conduct of any subcontractor is unsatisfactory, the State may notify Contractor of its determination in writing, indicating the reasons therefore, in which event Contractor shall promptly take all necessary actions to remedy the performance or conduct of such subcontractor or to replace such subcontractor by another third party or by Contractor personnel. Contractor shall be solely and exclusively responsible for supervising the

activities and performance of each subcontractor. Contractor and each such subcontractor shall be jointly and severally responsible for any act or omission of such subcontractor engaged to provide Deliverables, requirements, and Services under this Contract. Notwithstanding the fact that a subcontractor may be the party actually performing a particular Service or providing a particular Deliverable hereunder, Contractor shall at all times: (i) constitute the primary obligor for all of Contractor's duties and obligations hereunder; and (ii) be liable and responsible as a principal for the performance of all of the duties and obligations of Contractor hereunder that Contractor may elect to subcontract to any of its subcontractors or to any other third party.

86. GOVERNANCE

Unless otherwise specified in the Statement of Work:

- a) Before communicating any interpretation of this Contract that CDT or any Customer is or may be in violation or breach of this Contract to any entity receiving, or eligible to receive, Deliverables, requirements, or Services under this Contract, Contractor shall first provide notice of such interpretation to the State.
- b) Committees and Meetings. During the term, representatives of the State and Contractor shall meet periodically or as requested by CDT to discuss matters arising under this Contract, including any such meetings provided for the Migration-In Plan. Contractor shall bear its own costs in connection with the attendance and participation in such meetings. Such meetings shall include, at a minimum, the following:
 - i. Operations. At least monthly, an operations committee shall meet to review Contractor's performance hereunder and any reports, any planned or expected activities and changes that might impact performance, and such other matters as appropriate.
 - ii. Management. At least quarterly, a management committee shall meet to review Contractor's overall performance hereunder and any reports, progress on the resolution of any issues, to provide a strategic perspective for the CDT's telecommunication requirements, and such other matters as appropriate.

- iii. Executive. At least semi-annually, an executive committee shall meet to review Contractor's overall performance hereunder and the ongoing provision of the Services.

87. SECURITY AND POLICIES

Unless otherwise specified in the Statement for Work:

At all times during the term, in addition to any other requirements in the Contract, and as further delineated in subsequently executed orders, at all times during the Term, Contractor shall provide all Services, use all resources related thereto, and use, operate, support, and maintain any systems, in an appropriately secure manner and in accordance with the Customer's security requirements, policies, and procedures as communicated, modified, supplemented, or replaced by the Customer from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective ("**Security Policies**").

Contractor shall at all times take all reasonably necessary and appropriate action with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to and use of systems and the networks involved with the provision or receipt of Services, including the implementation and deployment network management and maintenance applications and tools, the use of appropriate encryption technologies, and other security-related Services. In addition, all Contractor personnel (including personnel of any subcontractors) shall be subject to, and shall at all times conform to, all of the Customer's policies, procedures, rules, and requirements regarding the protection of premises, materials, Equipment, and personnel, as the Customer shall provide (in writing or electronically) in advance to Contractor. Contractor shall, and shall cause Contractor personnel and subcontractors to, fully comply with and abide by all such Security Policies provided in advance to Contractor at all times during the term. Any violation or disregard of such Security Policies by an individual shall be cause for denial of access of such individual to the Customer's property. Contractor shall exercise due care and diligence to prevent any injury to person or damage to property while on the Customer's premises. The

operation of Contractor vehicles or private vehicles of Contractor personnel on the Customer's property shall conform to posted and other regulations and safe driving practices. Vehicular accidents on the Customer's property and involving Contractor personnel shall be reported promptly to the appropriate Customer personnel. Contractor shall, and shall cause Contractor personnel and subcontractors, to not exceed (or attempt to exceed) the level of authorized access, if any, to any networks, computer or electronic data storage systems of the Customer that may be granted during the term for purposes only of performing the services hereunder.

88. DOCUMENTATION

- a) Contractor agrees to provide to the State, at no charge, all Documentation described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Services, Equipment or Software provided hereunder, including any marketing information. Contractor agrees to provide additional Documentation at prices not in excess of charges made by Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

89. RIGHTS IN WORK PRODUCT

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this subsection may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its Affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") does not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other original elements of Pre-Existing Materials do not. Nothing in this Section will be construed to interfere with Contractor's or it's Affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by Contractor or

jointly by Contractor and the State may be used by either party without obligation of notice or accounting.

- e) This Contract shall not preclude Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

90. USE TAX COLLECTION

In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

91. PRIORITY HIRING

If this Contract includes Services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

92. UNITED STATES (U.S.) BASED SERVICES

Unless otherwise specified in the Statement of Work:

All Services must be provided from Facilities located in the United States or U.S. Territories. Contractor personnel's management and/or administrative access to servers, the network, or network Equipment directly associated with any Service shall only be accessed within the confines of the United States or U.S. Territories. No personnel located at non-U.S. locations shall be allowed access.

All Contractor direct technical and administrative support personnel must be located within the United States or U.S. Territories.

PURCHASING AUTHORITY NUMBER (if applicable)	REGISTRATION NUMBER AGREEMENT NUMBER C4-DNCS-19-001-40
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- This Agreement is entered into between the Contracting Agency and the Contractor named below:
 CONTRACTING AGENCY NAME
 California Department of Technology
 CONTRACTOR NAME
 AT&T Corp.
- The term of this Agreement is: April 14, 2020, or upon CDT approval, through April 13, 2025, with three (3) one-year options to extend.
- The maximum amount of this Agreement is: \$ 0.00 (zero dollars and zero 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:

EXH	TITLE	PAGES
A	(*) Contractor's eVAQ # 19-001-40, in its entirety	57
B	(*) IFB C4DNCS19 through BAFO, in its entirety	
C	(*) Contractor's BAFO Response, in its entirety	
D	Attachment 1 - List of Contractor's Response Documents attached to this Agreement for the Awarded Categories 20, 23, 24 and 25.	

Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		Department of Technology, Statewide Technology Procurement Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) AT&T Corp.		
CONTRACTOR AUTHORIZED SIGNATURE  Mark Roese (Apr 15, 2020)	DATE SIGNED Apr 15, 2020	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Roese, AVP – State, Local and Education		
ADDRESS 2700 Watt Avenue, Suite 1213, Sacramento, CA 95821		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME California Department of Technology		<input type="checkbox"/> Exempt per_
CONTRACTING AGENCY AUTHORIZED SIGNATURE  Samit Wangnoo (Apr 15, 2020)	DATE SIGNED Apr 15, 2020	
PRINTED NAME AND TITLE OF PERSON SIGNING Sam Wangnoo, Branch Chief, Statewide Technology Procurement		
CONTRACTING AGENCY ADDRESS P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810		

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C4-DNCS-19-001-40
AT&T Corp.**

**ATTACHMENT 1 – LIST OF CONTRACTOR’S RESPONSE DOCUMENTS ATTACHED TO THIS
AGREEMENT**

- 1) Volume 1, Common Documents
 - a. Contractor’s Response to Exhibits 3, 5, 6 and 9 (6 pages)
 - b. Contractor’s BAFO Response to Business Requirements (101 pages)
 - c. Appendix A Glossary (13 pages)
 - d. Appendix B Individual Price Reduction Agreement (3 pages)
 - e. Appendix C Data Guidelines (42 pages)
 - f. Appendix D Authorization to Order (5 pages)
- 2) Volume 2, Category 20
 - a. Contractor’s BAFO Response to Category 20 Statement of Work (351 pages)
- 3) Volume 3, Category 20
 - a. Contractor’s BAFO Response to Category 20 Catalog A (149 pages)
- 4) Volume 2, Category 23
 - a. Contractor’s BAFO Response to Category 23 Statement of Work (342 pages)
- 5) Volume 3, Category 23
 - a. Contractor’s BAFO Response to Category 23 Catalog A (161 pages)
- 6) Volume 2, Category 24
 - a. Contractor’s BAFO Response to Category 24 Statement of Work (350 pages)
- 7) Volume 3, Category 24
 - a. Contractor’s BAFO Response to Category 24 Catalog A (203 pages)
- 8) Volume 2, Category 25
 - a. Contractor’s BAFO Response to Category 25 Statement of Work (379 pages)
- 9) Volume 3, Category 25
 - a. Contractor’s Response to Category 25 Catalog A (201 pages)

AGREEMENT NUMBER C4-DNCS-19-001-40	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

CHECK HERE IS ADDITIONAL PAGES ARE ATTACHED 185 PAGES

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

CONTRACTING AGENCY NAME California Department of Technology
CONTRACTOR NAME AT&T Corp.

2. The term of this Agreement is:
 April 14, 2020 through June 30, 2025, with three (3) one-year options to extend

3. The maximum amount of this Agreement after this Amendment is: \$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Revised agreement term end date from April 13, 2025 to June 30, 2025

Effective upon signature of both parties and approved by STP, Amendment No. 1 incorporates the following changes to CALNET IFB C4DNCS19

- (* IFB C4DNCS19 to include Category 30, in its entirety
- (* Contractor's Category 30 BAFO Response, in its entirety

Delete Attachment No. 1 in its entirety to be replaced with revised Attachment No.1 to include list of Category 30 documents and revised Appendix A

The effective date of this amendment is upon STP execution

Items shown with an asterisk () hereby incorporated by reference and made part of this agreement as if attached hereto.*

All other terms and conditions remain the same.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		Department of Technology, Statewide Technology Procurement Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) AT&T Corp.		
CONTRACTOR AUTHORIZED SIGNATURE <i>Mark Roese</i> <small>Mark Roese (Sep 21, 2020 15:25 PDT)</small>	DATE SIGNED (Do not type) Sep 21, 2020	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Roese, AVP - State, Local and Education		
ADDRESS 2700 Watt Avenue, Ste. 1213, Sacramento, CA 95821		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME California Department of Technology		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Samit Wangnoo</i>	DATE SIGNED (Do not type) Sep 22, 2020	
PRINTED NAME AND TITLE OF PERSON SIGNING Samit Wangnoo, Branch Chief, Statewide Technology Procurement, CDT		
CONTRACTING AGENCY ADDRESS P.O. Box 1810, Rancho Cordova, CA 95741-1810		
		<input type="checkbox"/> Exempt Per:

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C4-DNCS-19-001-40
Amendment 1
AT&T Corp.**

ATTACHMENT 1 – LIST OF CONTRACTOR’S RESPONSE DOCUMENTS ATTACHED TO THIS AGREEMENT

Only documents identified in bold are attached to this 213A, all other documents remain unchanged.

- 1) Volume 1, Common Documents
 - a. Contractor’s Response to Exhibits 3, 5, **6** and 9 (**2 pages**)
 - b. Contractor’s BAFO Response to Business Requirements (101 pages)
 - c. Appendix A Glossary, replaced in its entirety with Addendum 9 (13 pages)**
 - d. Appendix B Individual Price Reduction Agreement (3 pages)
 - e. Appendix C Data Guidelines (42 pages)
 - f. Appendix D Authorization to Order (5 pages)
 - g. Contractor’s BAFO Response to Category 30 Business Requirements (103 pages)**
- 2) Volume 2, Category 20
 - a. Contractor’s BAFO Response to Category 20 Statement of Work (351 pages)
- 3) Volume 3, Category 30
 - a. Contractor’s BAFO Response to Category 20 Catalog A (149 pages)
- 4) Volume 2, Category 23
 - a. Contractor’s BAFO Response to Category 23 Statement of Work (342 pages)
- 5) Volume 3, Category 23
 - a. Contractor’s BAFO Response to Category 23 Catalog A (161 pages)
- 6) Volume 2, Category 24
 - a. Contractor’s BAFO Response to Category 24 Statement of Work (350 pages)
- 7) Volume 3, Category 24
 - a. Contractor’s BAFO Response to Category 24 Catalog A (203 pages)
- 8) Volume 2, Category 25
 - a. Contractor’s BAFO Response to Category 25 Statement of Work (379 pages)
- 9) Volume 3, Category 25
 - a. Contractor’s Response to Category 25 Catalog A (201 pages)
- 10) Volume 2, Category 30**
 - a. Contractor’s BAFO Response to Category 30 Statement of Work (57 pages)**
- 11) Volume 3, Category 30**
 - a. Contractor’s BAFO Response to Category 30 Catalog A (9 pages)**

AGREEMENT NUMBER C4-DNCS-19-001-40	AMENDMENT NUMBER 2
REGISTRATION NUMBER	

CHECK HERE IS ADDITIONAL PAGES ARE ATTACHED PAGES 1,061

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

CONTRACTING AGENCY NAME California Department of Technology
CONTRACTOR NAME AT&T Corp.

2. The term of this Agreement is:
April 14, 2020 through June 30, 2025, with three (3) one-year options to extend

3. The maximum amount of this Agreement after this Amendment is: \$0.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Effective upon signature of both parties and approved by STP, Amendment No. 2 incorporates the following changes to CALNET IFB C4DNCS19

- (*) IFB C4DNCS19 to include Categories 21, 22 and 29, in their entirety
- (*) Contractor's Category 21, 22 and 29 BAFO Response, in its entirety


Delete Attachment No. 1 in its entirety to be replaced with revised Attachment No.1 to include list of Category 21, 22 and 29 documents

The effective date of this amendment is upon STP execution

Items shown with an asterisk () hereby incorporated by reference and made part of this agreement as if attached hereto.*

All other terms and conditions remain the same.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		Department of Technology, Statewide Technology Procurement Use Only
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> AT&T Corp.		
CONTRACTOR AUTHORIZED SIGNATURE <u>Mark Roese</u> <small>Mark Roese (Nov 9, 2020 09:10 PST)</small>	DATE SIGNED <i>(Do not type)</i> Nov 9, 2020	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Roese, AVP - State, Local and Education		
ADDRESS 2700 Watt Avenue, Ste. 1213, Sacramento, CA 95821		
STATE OF CALIFORNIA		
CONTRACTING AGENCY NAME California Department of Technology		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <u>Samit Wangnoo</u>	DATE SIGNED <i>(Do not type)</i> Nov 9, 2020	
PRINTED NAME AND TITLE OF PERSON SIGNING Samit Wangnoo, Branch Chief, Statewide Technology Procurement, CDT		
CONTRACTING AGENCY ADDRESS P.O. Box 1810, Rancho Cordova, CA 95741-1810		

Exempt Per:

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C4-DNCS-19-001-40
Amendment 2
AT&T Corp.

ATTACHMENT 1 – LIST OF CONTRACTOR’S RESPONSE DOCUMENTS ATTACHED TO THIS AGREEMENT

Only documents identified in bold are attached to this 213A, all other documents remain unchanged.

- 1) Volume 1, Common Documents
 - a. Contractor’s Response to Exhibits 3, 5, **6** and **9 (12 pages)**
 - b. Contractor’s BAFO Response to Business Requirements (101 pages)
 - c. Appendix A Glossary, replaced in its entirety with Addendum 9 (13 pages)
 - d. Appendix B Individual Price Reduction Agreement (3 pages)
 - e. Appendix C Data Guidelines (42 pages)
 - f. Appendix D Authorization to Order (5 pages)
 - g. Contractor’s BAFO Response to Category 30 Business Requirements (103 pages)
 - h. **Contractor’s BAFO Response to Business Requirements “Group 2” (103 pages)**
- 2) Volume 2, Category 20
 - a. Contractor’s BAFO Response to Category 20 Statement of Work (351 pages)
- 3) Volume 3, Category 20
 - a. Contractor’s BAFO Response to Category 20 Catalog A (149 pages)
- 4) Volume 2, Category 23
 - a. Contractor’s BAFO Response to Category 23 Statement of Work (342 pages)
- 5) Volume 3, Category 23
 - a. Contractor’s BAFO Response to Category 23 Catalog A (161 pages)
- 6) Volume 2, Category 24
 - a. Contractor’s BAFO Response to Category 24 Statement of Work (350 pages)
- 7) Volume 3, Category 24
 - a. Contractor’s BAFO Response to Category 24 Catalog A (203 pages)
- 8) Volume 2, Category 25
 - a. Contractor’s BAFO Response to Category 25 Statement of Work (379 pages)
- 9) Volume 3, Category 25
 - a. Contractor’s Response to Category 25 Catalog A (201 pages)
- 10) Volume 2, Category 30
 - a. Contractor’s BAFO Response to Category 30 Statement of Work (57 pages)
- 11) Volume 3, Category 30
 - a. Contractor’s BAFO Response to Category 30 Catalog A (9 pages)
- 12) Volume 2, Category 21**
 - a. **Contractor’s BAFO Response to Category 21 Statement of Work (275 pages)**
- 13) Volume 3, Category 21**
 - a. **Contractor’s BAFO Response to Category 21 Catalog A (193 pages)**
- 14) Volume 2, Category 22**
 - a. **Contractor’s BAFO Response to Category 22 Statement of Work (88 pages)**

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C4-DNCS-19-001-40
Amendment 2
AT&T Corp.**

**ATTACHMENT 1 – LIST OF CONTRACTOR’S RESPONSE DOCUMENTS ATTACHED TO THIS
AGREEMENT**

15) Volume 3, Category 22

- a. Contractor’s BAFO Response to Category 22 Catalog A (30 pages)**

16) Volume 2, Category 29

- a. Contractor’s BAFO Response to Category 29 Statement of Work (211 pages)**

17) Volume 3, Category 29

- a. Contractor’s BAFO Response to Category 29 Catalog A (147 pages)**

STANDARD AGREEMENT AMENDMENT

TECH 213A (rev. 06/2020)

REGISTRATION NUMBER
AMENDMENT NUMBER 04

AGREEMENT NUMBER C4-DNCS-19-001-40

CHECK HERE IS ADDITIONAL PAGES ARE ATTACHED PAGES 1,211

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:
 CONTRACTING AGENCY NAME
California Department of Technology
 CONTRACTOR NAME
AT&T Corp.

2. The term of this Agreement is: April 14, 2020, or upon approval by CDT STP, whichever is later,
through June 30, 2025, with three (3) one-year options to extend.

3. The maximum amount of this Agreement after this Amendment is: \$0.00
(Zero Dollars and Zero Cents)


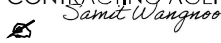
4. The parties agree to comply with the terms and conditions of this Agreement Amendment. All documents and/or actions noted below are by this reference made part of the Agreement and incorporated herein:

ATTACHMENTS PAGES
 Attachment 01 01

ACTION(S)
 Changes were made to the Volumes identified within Attachment 1 and the change log is incorporated within:
 Category 20; Statement of Work (SOW): Technical Specifications and Catalog A
 Category 23; Statement of Work (SOW): Technical Specifications and Catalog A
 Category 24; Statement of Work (SOW): Technical Specifications and Catalog A
 Category 25; Statement of Work (SOW): Technical Specifications and Catalog A

All other terms and conditions remain the same.


IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	Department of Technology (CDT), Statewide Technology Procurement (STP) Use Only
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>AT&T Corp.</u>	
CONTRACTOR AUTHORIZED SIGNATURE  <u>Mark Roese (Dec 30, 2020 13:57 PST)</u>	DATE SIGNED <u>Dec 30, 2020</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Mark Roese, AVP - State, Local and Education</u>	
ADDRESS <u>2700 Watt Avenue, Ste. 1213, Sacramento, CA 95821</u>	
STATE OF CALIFORNIA	
CONTRACTING AGENCY NAME <u>California Department of Technology</u>	
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <u>Samet Wangnoo</u>	DATE SIGNED <u>Dec 30, 2020</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Sam Wangnoo, Statewide Technology Procurement Branch Chief</u>	
CONTRACTING AGENCY ADDRESS <u>P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810</u>	

California Department of Technology

APPROVED

DATE 01/05/2021


Signer: Tiffany Arbo (Jan 5, 2021 15:35 PST)

Statewide Technology Procurement

EXEMPT PER:

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TECHNOLOGY
AGREEMENT NUMBER: C4-DNCS-19-001-40, Amendment 4
AT&T Corp.**

ATTACHMENT 1 – LIST OF AMENDED CONTRACT DOCUMENTS

This Attachment 1 dated December 15, 2020, contains a list of revised contract documents hereby incorporated into this Contract. The original PDF version remains the official version. In the event of any inconsistency between the Contractor's versions, articles, attachments, specifications, or provisions (which constitute the Contract), the official State version of the Contract in its entirety shall take precedence.

Replaces the Contractor's Response for the following documents in their entirety:

- 2) Volume 2, Category 20
 - a. Contractor's BAFO Response to Category 20 Statement of Work (351 pages)
- 3) Volume 3, Category 20
 - a. Contractor's BAFO Response to Category 20 Catalog A (149 pages)
- 4) Volume 2, Category 23
 - a. Contractor's BAFO Response to Category 23 Statement of Work (342 pages)
- 5) Volume 3, Category 23
 - a. Contractor's BAFO Response to Category 23 Catalog A (161 pages)
- 6) Volume 2, Category 24
 - a. Contractor's BAFO Response to Category 24 Statement of Work (350 pages)
- 7) Volume 3, Category 24
 - a. Contractor's BAFO Response to Category 24 Catalog A (203 pages)
- 8) Volume 2, Category 25
 - a. Contractor's BAFO Response to Category 25 Statement of Work (379 pages)
- 9) Volume 3, Category 25
 - a. Contractor's Response to Category 25 Catalog A (201 pages)

Amendment No. 4 Summary of Changes

C4- DNCS-19-001-40

This Amendment No. 4 ("Amendment") by and between AT&T Corp., Inc. ("Contractor") and the State of California ("State") is effective upon execution by the parties ("Effective Date").

WHEREAS, AT&T Corp. and State entered into the Agreement for CALNET Data Networks and Communications Services ("Agreement") on January 14, 2020 for Category 20, 23, 24, and 25 Technical Requirements and March 5, 2020 for Category 20, 23, 24, and Category 25 Catalog A.

WHEREAS, the parties now desire to amend the Agreement.

NOW THEREFORE, the parties, in consideration of the mutual covenants contained herein and intending to be legally bound, agree that the Agreement is amended as follows:

Category 20 – Dedicated MPLS Data Network, Statement of Work, Technical Requirements, is hereby amended to include the following and is attached:

Header

- Added "

State of California
Department of Technology

AT&T Corp
C4-DNCS-19-001-40, Am 4
Category 20 - Technical Requirements

"

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3 - 4, Table of Contents repagination;

Table 20.2.9.2.b – Unsolicited MPLS Port and Access Bundled Transport Speeds,

- Page 46, Items #9 – Items #18, Deleted.

Table 20.2.9.3.b – Unsolicited MPLS Port, Access and Layer 3 Routing Device Bundled Transport Speeds,

- Page 60, Items # 23 – Items #32, Deleted.

Table 20.2.10 – Unsolicited MPLS Services and Features,

- Page 67, Items #49 – Items #72, Deleted;
- Pages 67 – Pages 182, renumbered table items “73 - 561” to “49 - 367”
- Page 182, Items #367 – Items #514, Deleted; and
- Page 188, Items #555 – Items #561, Deleted.

Table 20.3.2.2 – Unsolicited Services Related Infrastructure,

- Page 199, Deleted entire table.

Section 20.4.8.2 Catastrophic Outage 1 (CAT 1) (M-S),

- Page 213, Services: Inserted “ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service”; and
- Page 214, Objectives: Inserted new services in table with each having a Standard “S” commitment of “≤ 2 hours”.

Section 20.4.8.3 Catastrophic Outage 2 (CAT 2) (M-S),

- Page 215, Services: Inserted “ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service”; and
- Pages 215 - 216, Objectives: Inserted new services in table with each having a Premier “P” commitment of “≤ 15 Minutes”.

Section 20.4.8.4 Catastrophic Outage 3 (CAT 3) (M-S),

- Page 217, Services: Inserted “ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service”; and
- Pages 217-218, Objectives: Inserted new services in table with each having a Premier “P” commitment of “≤ 15 Minutes”.

Section 20.4.8.6 Excessive Outage(M-S),

- Page 220, Services: Inserted “ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service”; and
- Objectives: Inserted new services in table with each having a Standard “S” commitment of “12 Hours”.

Section 20.4.8.7 Managed Service Proactive Notification (M-S),

- Page 222, “Rights and Remedies”, “1. Per Occurrence:”
 - Deleted “Internet”; and
 - Inserted “Customer will receive a credit or refund equal to 10% of the TMRC for each Contractor Managed.”

Section 20.4.8.9 Provisioning (M-S),

- Page 225, Services: Inserted “ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service” in table along with Committed interval days “45” and “Coordinated/Managed Project” for each service; and
- Page 225, Objective 2: Inserted into table “ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service” with each having a Premier “P” commitment of “≥ 95%”.

Section 20.4.8.10 Time to Repair (TTR)(M-S),

- Page 226, Services: Inserted “ANIRA, Network Based Firewall, Netbond, VSAT, Managed Router Service, WAN Acceleration Service, AT&T Business WiFi Service”; and
- Page 227, Objectives: Inserted new services in table with each having a Premier “P” commitment of “4 Hours”.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: “Amendment #4, 12/15/2020”.

Category 20 – MPLS Data Network, Statement of Work, Catalog A, is hereby amended to include the following and is attached:

Header

- Added “

State of California
Department of Technology

AT&T Corp
C4- DNCS-19-001-40, Am 4
Category 20 - Catalog A

”

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3, Table of Contents repagination.

Table 20.2.9.2.b – Unsolicited MPLS Port and Access Bundled Transport Speeds,

- Page 11, Items #9 – Items #18, Deleted.

Table 20.2.9.3.b – Unsolicited MPLS Port, Access and Layer 3 Routing Device Bundled Transport Speeds,

- Page 19, Items #23 – Items #32, Deleted.

Table 20.2.10 – Unsolicited MPLS Services and Features,

- Page 23, Items #49 – Items #72, Deleted;
- Renumbered table items “73 - 561” to “49 - 367”;
- Page 25, Items #98 – Items #112, Deleted;
- Page 44, Items #367 – Items #514, Deleted; and
- Page 47, Items #555 – Items #561, Deleted.

Table 20.3.2.2 – Unsolicited Services Related Infrastructure,

- Page 49, Items #1- Items #810, Deleted entire table contents.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment Log as: “Amendment #4, 12/15/2020”.

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 23 – Metropolitan Area Network Ethernet, Statement of Work, Technical Requirements, is hereby amended to include the following and is attached:

Header

- Added "

State of California
Department of Technology
"

AT&T Corp
C4-DNCS-19-001-40, Am 4
Category 23 - Technical Requirements

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Pages 3 - 4, Table of Contents repagination;

Table 23.2.1.6.4 – Unsolicited MAE Services and Features,

- Page 111, Items #175 – Items #183, Deleted;
- Renumbered table items “184 - 953” to “175 - 944”
- Page 169, Item #780, Bidder’s Product Description, Restrictions and Limitations, Inserted “1Gbps 1GE - Gigabit Ethernet 10Gbps 10GE LAN-PHY 10GE WAN-PHY 100Gbps 100GE Access is subject to availability of facilities.” ;
- Items #790 – Items #794, Deleted; and
- Pages 171 – Pages 173, Items #785 – Items #789, Added new content in its entirety.

Table 23.4.2.2 – Unsolicited Services Related Infrastructure,

- Page 247, Items # 1- Items #810, Deleted entire table contents.

Section 23.5.8.1 Availability)(M-S),

- Page 259, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 259-260, Objectives: Inserted new services to table with each having a Standard "S" commitment of "≥ 99.5%".

Section 23.5.8.2 Catastrophic Outage 1 (CAT 1)(M-S),

- Page 261, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 261– Pages 262, Objectives: Inserted new services to table with each having a Standard "S" commitment of "≤ 2 hours".

Section 23.5.8.3 Catastrophic Outage 2 (CAT 2)(M-S),

- Page 263, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Page 263, Objectives: Inserted new services to table with each having a Standard "S" commitment of "≤ 30 Minutes".

Section 23.5.8.4 Catastrophic Outage 3 (CAT 3)(M-S),

- Pages 264-265, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Page 265, Objectives: Inserted new services in table with each having a Premier "P" commitment of "≤ 15 Minutes".

Section 23.5.8.5 Excessive Outage(M-S),

- Pages 266, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 266 – Pages 267, Objectives: Inserted new services in table with each having a Standard "S" commitment of "≤12 Hours".

Section 23.5.8.7 Latency (M-S),

- Page 269, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service,

- EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 269 – Pages 270, Objectives: Inserted new services in table with each having a Standard “S” commitment of “≤ 50ms”.

Section 23.5.8.8 Packet Loss (M-S),

- Page 271, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Pages 271 – Pages 272, Objectives: Inserted new services in table with each having a Standard “S” commitment of “≤ .5% Packet Loss”.

Section 23.5.8.9 Provisioning (M-S),

- Pages 273 – Pages 274, Services Table: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service along with Committed interval days “30” and “Coordinated/Managed Project”; and
- Page 274 , Objectives 2 Table: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service with each having a Premier “P” commitment of “≥ 95%”.

Section 23.5.8.10 Time to Repair (TTR)(M-S),

- Page 275, Services: Inserted AT&T Switched Ethernet (ASE) Service, AT&T Dedicated Ethernet (ADE) Service, Opt-E-WAN (OEW) Service, EPLS-WAN Service, AT&T Managed Router Solution (MRS), AT&T Switched Ethernet on Demand (ASEoD) Service; and
- Page 276, Objectives: Inserted new services in table with each having a Premier “P” commitment of “≤4 Hours”.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: “Amendment #4, 12/15/2020”.

Category 23 – Metropolitan Area Network Ethernet, Statement of Work, Catalog A, is hereby amended to include the following and is attached:

Header

- Added “

”

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3, Table of Contents repagination;

Table 23.2.1.6.4 – Unsolicited MAE Services and Features,

- Page 32, Items #175 – Items #183, Deleted; and
- Renumbered table items “184 - 953” to “175 - 944”.

Table 23.4.2.2.b – Unsolicited Services Related Infrastructure,

- Page 74, Items #1- Items #810, Deleted in its entirety.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: “Amendment #4, 12/15/2020”.

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 24 – Flat Rate Internet, Statement of Work, Technical Requirements, is hereby amended to include the following and is attached:

Header

- Added ”

”

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3 - 4, Table of Contents repagination;

Table 24.2.5.1.c – Unsolicited Internet Flat Rate Service Offerings,

- Page 20, Item #11, Updated Bidder’s Product Identifier from “NI1211” to “NI121”.

Table 24.2.7 – Additional Unsolicited Services,

- Page 85, Items #190 – Items #204, Deleted;
- Renumbered Items “205 - 610” to “190 - 666“;
- Page 146, Items # 506 – Items # 515, Deleted;
- Page 160, Items #578 – Items #583, Deleted;
- Page 199, Items #654 – Items #663, Deleted; and
- Page 206, Items #701 – Items #703, Deleted.

Table 24.5.2.2 – Unsolicited Services Related Infrastructure

- Page 244, Items # 1- Items #810, Deleted entire table contents.

Section 24.6.8.1 Availability (M-S),

- Page 256, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Pages 256 – Pages 257, Objectives: Inserted new services in table with each having a Standard “S” commitment of “≥ 99.5%”.

Section 24.6.8.2 Catastrophic Outage 1 (CAT 1) (M-S),

- Page 258, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Pages 258 – Pages 259, Objectives: Inserted new services in table with each having a Standard “S” commitment of “≤ 2 hours”.

Section 24.6.8.3 Catastrophic Outage 2 (CAT 2)(M-S),

- Page 260, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Page 261, Objectives: Inserted new services in table with each having a Standard “S” commitment of “≤ 30 Minutes”.

Section 24.6.8.4 Catastrophic Outage 3 (CAT 3)(M-S),

- Page 263, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Pages 263 – Pages 264, Objectives: Inserted new services in table with each having a Premier “P” commitment of “≤ 15 Minutes”.

Section 24.6.8.6 Excessive Outage(M-S),

- Page 266, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and
- Pages 266 – Pages 267, Objectives: Inserted new services in table with each having a Standard “S” commitment of “12 Hours”.

Section 24.6.8.9 Provisioning (M-S),

- Pages 271 – Pages 272, Services Table: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway along with Committed interval days “30” and “Coordinated/Managed Project”; and
- Pages 272 – Pages 273, Objectives 2 Table: Inserted new services with each having a Premier “P” commitment of “≥ 95%”.

Section 24.6.8.10 Time to Repair (M-S),

- Page 274, Services: Inserted AT&T SDWAN, AT&T Enterprise Traffic Protector, AT&T Enterprise, Application Access, AT&T Flexware Standard, AT&T Flexware Specialized, AT&T Security Information and Event Management (SIEM), AT&T VSS-PRO (Vulnerability Scanning Service), Premises Based Firewall Service (PBFW), Managed Intrusion Detection Service, Managed Network Access Control Service, AT&T

Security Network Device Management, AT&T Business WiFi Service, AT&T Global Secure Gateway; and

- Pages 274 – Pages 275, Objectives: Inserted new services in table with each having a Premier “P” commitment of “4 Hours”.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: “Amendment #4, 12/15/2020”

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 24 – Flat Rate Internet Services, Statement of Work, Catalog A, is hereby amended to include the following and is attached:

Header

- Added “

State of California
Department of Technology
”

AT&T Corp
C4-DNCS-19-001-40, Am 4
Category 24 - Catalog A

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3, Table of Contents repagination;

Table 24.2.7 – Additional Unsolicited Internet Services,

- Page 28, Items #190 – Items #204, Deleted;
- Renumbered Items “205 - 710” to “190 - 666”;
- Page 89, Items #506 – Items #515, Deleted;
- Page 93, Items #578 – Items #583, Deleted;
- Page 100, Items #654 – Items #663, Deleted; and
- Page 104, Items #701 – Items #703, Deleted.

Table 24.5.2.2 – Unsolicited Services Related Infrastructure

- Page 100, Items #1- Items #810, Deleted.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: “Amendment #4, 12/15/2020”.

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 25 – Sustained Bandwidth Internet Service, Statement of Work, Technical Requirements, is hereby amended to include the following and is attached:

Header

- Added "

State of California
Department of Technology
"

AT&T Corp
C4-DNCS-19-001-40, Am 4
Category 25 - Technical Requirements

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Page 3 - 4, Table of Contents repagination;

Table 25.2.5.1.c – Unsolicited InSBET Services,

- Page 19, Items #3 – Items #11, Deleted.

Table 25.2.6.1 – Unsolicited Sustained Bandwidth Internet Services and Features

- Page 75, Items #1- Items #48, Deleted;
- Renumbered items "49 - 158" to "1 - 110"; and
- Page 93, Items #159 – Items #820, Deleted.

Table 25.5.2.2 – Unsolicited Services Related Infrastructure

- Page 137, Items # 1- Items #810, Deleted table contents entirely.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #4, 12/15/2020"

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 25 – Sustained Bandwidth Internet Service, Statement of Work, Catalog A, is hereby amended to include the following and is attached:

Header

- Added "

”

Page 2

- Deleted Addendum Log Table in its entirety and
- Added Amendment Log Table with Amendment 4 content.

Pages 3 - 4, Table of Contents repagination;

Table 25.2.5.1.c – Unsolicited InSBET Services,

- Page 6, Items #3 – Items #11, Deleted.

Table 25.2.6.1 – Unsolicited Sustained Bandwidth Internet Services and Features

- Page 23, Items #1 - Items #48, Deleted;
- Renumbered items “49-158” to “1-110”; and
- Page 35, Items #159 – Items #820, Deleted.

Table 25.5.2.2 – Unsolicited Services Related Infrastructure

- Page 38, Items # 1- Items #810, Deleted.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: “Amendment #4, 12/15/2020”

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

STANDARD AGREEMENT AMENDMENT

TECH 213A (rev. 06/2020)

REGISTRATION NUMBER
AMENDMENT NUMBER 05

AGREEMENT NUMBER C4-DNCS-19-001-40

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 577 PAGES



1. This Agreement is entered into between the Contracting Agency and the Contractor named below:
 CONTRACTING AGENCY NAME
 California Department of Technology
 CONTRACTOR NAME
 AT&T Corp.

2. The term of this Agreement is: April 14, 2020, through June 30, 2025, with three (3) one-year options to extend

3. The maximum amount of this Agreement after this Amendment is: \$0.00
 (Zero Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the amendment. All documents and actions noted below are by reference and made part of the Agreement and incorporated herein:
 Effective upon CDT STP approval of this Amendment the revisions are as follows:
 A. Revises contract documents listed in the attached Attachment No. 1 – List of Amended Contract Documents
 All other terms and conditions remain the same.

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.) AT&T Corp.	
CONTRACTOR AUTHORIZED SIGNATURE  <small>Mark Roese (Mar 22, 2021 08:01 PDT)</small>	DATE SIGNED 03/22/2021
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Roese, AVP – State, Local and Education	
ADDRESS 2700 Watt Avenue, Ste. 1213, Sacramento, CA 95821	
STATE OF CALIFORNIA	
CONTRACTING AGENCY NAME California Department of Technology	
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <small>Amy Snow (Mar 22, 2021 09:51 PDT)</small>	DATE SIGNED 03/22/2021
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Snow, Statewide Technology Procurement Branch Chief	
CONTRACTING AGENCY ADDRESS P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810	

Department of Technology (CDT),
 Statewide Technology Procurement (STP)
 Use Only



EXEMPT PER:

ATTACHMENT 1 – LIST OF AMENDED CONTRACT DOCUMENTS

This Attachment 1 dated 03/01/2021, contains a list of revised contract documents hereby incorporated into this Contract.

Replaces the Contractor's Response for the following documents in their entirety:

- 12.a. Contractor's amended BAFO Response to Category 21 Statement of Work (162 pages)
- 13.a. Contractor's amended BAFO Response to Category 21 Catalog A (76 pages)
- 14.a. Contractor's amended BAFO Response to Category 22 Statement of Work (78 pages)
- 15.a. Contractor's amended BAFO Response to Category 22 Catalog A (26 pages)
- 16.a. Contractor's amended BAFO Response to Category 29 Statement of Work (157 pages)
- 17.a. Contractor's amended BAFO Response to Category 29 Catalog A (77 pages)

Amendment No. 5 Summary of Changes

C4- DNCS-19-001-40

This Amendment No. 5 ("Amendment") by and between AT&T Corp. ("Contractor") and the State of California ("State") is effective upon execution by the parties ("Effective Date").

WHEREAS, AT&T Corp. and State entered into the Agreement for CALNET Data Networks and Communications Services ("Agreement") on September 14, 2020 for Category 21, 22, and 29 Technical Requirements and Catalog A's: June 12, 2020 for Category 21 and 29, and September 14, 2020 for Category 22.

WHEREAS, the parties now desire to amend the Agreement.

NOW THEREFORE, the parties, in consideration of the mutual covenants contained herein and intending to be legally bound, agree that the Agreement is amended as follows:

Category 21 – Standalone VoIP, Statement of Work (SOW), Technical Requirements, is hereby amended to include the following and is attached:

Header

- Inserted “

“	State of California Department of Technology	AT&T Corp. C4-DNCS-19-001-40, Am 5 Category 21 - Technical Requirements
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Page 2

- Deleted Addendum Log Table in its entirety; and
- Added Amendment Log Table with Amendment 5 content.

Page 3 - 5, Table of Contents repagination.

Table 21.2.5.4.b – Unsolicited Standalone VoIP Handset Service Packages:

- Page 34, Items # 36 – Items # 38, Deleted;

- Pages 34 - 44, Renumber items to sequential numbering; and
- Page 44, Items #103 – Items # 896, Deleted.

Table 21.2.6.b – Unsolicited Standalone VoIP Features:

- Page 52, Items # 9 – Items #10, Deleted; and
- Pages 52 – 62, Renumber items to sequential numbering;

Table 21.2.7.3.b – Unsolicited Standalone VoIP Off-Net Toll-Free Features:

- Page 65, Item # 9, Deleted; and
- Page 65, Renumber item to sequential numbering.

Table 21.3.2.2 – Unsolicited Services Related Infrastructure:

- Page 127, Deleted entire table contents; and
- Inserted three blank rows.

Table 21.3.4.b – Unsolicited Migration Professional Services:

- Page 133, Item # 9, Deleted;
- Pages 133 - 135, Renumber items to sequential numbering;
- Page 133, Item # 12, Deleted; and
- Page 134, Items # 13 and # 14, Removed “(4hr block)” from Bidder’s Product Description, Restrictions and Limitations.

Section 21.4.8.1 Availability:
Services:

- Page 145, Inserted “Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service”; and

Objectives:

- Page 145, Inserted in table Access Types “Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service” with each having a Standard Bidder’s Objective Commitment “S” and Standard (S) of “≥ 99.2%”.

Section 21.4.8.2 Catastrophic Outage 1 (CAT 1) (M-S):

Services:

- Page 147, Inserted “Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service”; and

Objectives:

- Page 147, Inserted in table Access Types “Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service” with each having a Standard “S” Bidder’s Objective commitment and Standard (S) of “≤ 2 hours”.

Section 21.4.8.3 Catastrophic Outage 2 (CAT 2) (M-S):

Services:

- Page 148, Inserted "Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service"; and

Objectives:

- Page 149, Inserted in table Access Types "Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service" with each having a Standard "S" Bidder's Objective commitment and Standard (S) of "≤ 30 Minutes".

Section 21.4.8.4 Catastrophic Outage 3 (CAT 3) (M-S):

Services:

- Page 150, Services: Inserted "Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service"; and

Objectives:

- Pages 150-151, Inserted in table Access Types "Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service" with each having a Premier "P" Bidder's Objective commitment and Premier (P) of "≤ 15 Minutes".

Section 21.4.8.5 Excessive Outage(M-S):

Services:

- Page 152, Inserted "Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service"; and

Objectives:

- Page 152, Inserted in table Access Types "Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service" with each having a Standard "S" Bidder's Objective commitment and Standard (S) of "12 Hours".

Section 21.4.8.9 Provisioning (M-S):

Services:

- Page 158, Inserted "Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service" in table along with Committed interval days "30" and "Coordinated/Managed Project" for each service; and

Objective 2:

- Page 158, Inserted into table Access Types “Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service” with each having a Basic “B” Bidder’s Objective commitment and Basic (B) of “≥ 90%”.

Section 21.4.8.10 Time to Repair (M-S):

Services:

- Page 159, Inserted “Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service”; and

Objectives:

- Page 160, Inserted in table Access Types “Audio Conferencing, Web Conferencing, AT&T Online Fax Service, AT&T Managed SBC Service, and AT&T IP Toll Free Service” with each having a Basic “B” Bidder’s Objective commitment and Basic (B) of “6 Hours”.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: “Amendment # 5, 03/01/2021”.

Category 21 – Standalone VoIP, Catalog A, is hereby amended to include the following and is attached:

Header

- Inserted “

State of California
Department of Technology

AT&T, Corp
C4-DNCS-19-001-40, Am 5
Category 21 – Catalog A

Page 2

- Deleted Addendum Log Table in its entirety; and
- Added Amendment Log Table with Amendment 5 content.

Pages 3 - 4, Table of Contents repagination.

Page 5, Title changed to “CATALOG A”.

Table 21.2.5.4.b – Unsolicited Standalone VoIP Handset Service Packages:

- Page 8, Items # 36 – Items # 38, Deleted;
- Pages 8 - 11, Renumber items to sequential numbering; and
- Page 11, Items # 103 – Items # 896, Deleted.

Table 21.2.6.b – Unsolicited Standalone VoIP Features:

- Page 13, Items # 9 – Items # 10, Deleted; and
- Pages 13 - 20, Renumber items to sequential numbering.

Table 21.2.7.3.b – Unsolicited Standalone VoIP Off-Net Toll-Free Features:

- Page 21, Item # 9, Deleted; and
- Pages 21- 22, Renumber item to sequential numbering.

Table 21.3.2.2 – Unsolicited Services Related Infrastructure:

- Page 72, Items # 1- Items # 397, Deleted entire table
- Inserted 3 blank rows.

Table 21.3.4.b – Unsolicited Migration Professional Services:

- Page 75, Item # 9, Deleted;
- Pages 75 - 76, Renumber items to sequential numbering;
- Page 75, Item # 12, Deleted; and
- Page 75, Items # 13 and # 14,
 - Non-Recurring Charge, changed “705.88” to “176.47”; and
 - Unit of Measure, changed “Each” to “Hour”.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment Log as: “Amendment # 5, 03/01/2021”.

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 22 – Cloud-Hosted VoIP Services, Statement of Work (SOW), Technical Requirements, is hereby amended to include the following and is attached:

Header

- Inserted “

State of California
Department of Technology

AT&T Corp.
C4-DNCS-19-001-40, Am 5
Category 22 - Technical Requirements

Page 2

- Deleted Addendum Log Table in its entirety; and
- Added Amendment Log Table with Amendment 5 content.

Pages 3 - 5, Table of Contents repagination.

Table 22.2.3.b – Unsolicited Cloud-Hosted VoIP Service Package Features:

- Page 33, Items # 31 – Items #67, Deleted.

Table 22.2.4.b – Unsolicited Additional Cloud-Hosted VoIP Services:

- Page 36, Items # 1- Items # 58, entire table deleted; and
- Inserted 3 blank rows.

Table 22.3.3.b – Unsolicited Migration Professional Services:

- Page 59, Items # 16 – Items # 19, Deleted.

Section 22.4.8.1 Availability (M-S):

- Page 69, Services: Inserted “AT&T Office@Hand Editions”; and
- Page 69, Objective A: Inserted in table Service Type “AT&T Office@Hand Editions” , Premier (P) “≥ 99.999%”, Bidder’s Objective commitment and Premier (B, S or P) “P”.

Section 22.4.8.2 Catastrophic Outage 1 (CAT 1)(M-S):

- Page 70, Services: Inserted “AT&T Office@Hand Editions”; and
- Page 70, Objectives: Inserted in table Access Type “AT&T Office@Hand Editions”, Premier (P) “≤ 15 Minutes”, Bidder’s Objective commitment and Premier (B, S or P) “P”.

Section 22.4.8.3 Catastrophic Outage 3 (CAT 3)(M-S):

- Page 71, Services: Inserted “AT&T Office@Hand Editions”; and
- Page 72, Objectives: Inserted in table Service Type “AT&T Office@Hand Editions”, Premier (P) “≤ 15 Minutes”, Bidder’s Objective commitment and Premier (B, S or P) “P”.

Section 22.4.8.4 Excessive Outage:

- Page 73, Services: Inserted “AT&T Office@Hand Editions”; and
- Page 73, Objectives: Inserted in table Service Type “AT&T Office@Hand Editions”, Premier (P) “8 Hours”, Bidder’s Objective commitment and Premier (B,S, or P) “P”.

Section 22.4.8.6 Provisioning (M-S):

- Page 76, Services Table: Inserted Service “AT&T Office@Hand Editions” , Committed interval days, “30” and “Coordinated/Managed Project”; and
- Page 76, Objectives 2 Table: Inserted Access Type “AT&T Office@Hand Editions”, Basic (B), “≥ 90%”, Bidder’s Objective commitment (B or P) “B”.

Section 22.4.8.7 Time to Repair (M-S):

- Page 77, Services: Inserted “AT&T Office@Hand Editions”; and
- Page 77, Objectives: Inserted in table Service Type “AT&T Office@Hand Editions”, Premier (P), “4 Hours” Bidder’s Objective commitment and Premier (B,S or P) “P”.

Replacement pages are attached hereto for insertion in the Agreement and

are identified in the Amendment log as: "Amendment # 5, 03/01/2021".

Category 22 – Cloud-Hosted VoIP Services, Catalog A, is hereby amended to include the following and is attached:

Header

- Inserted “

“ State of California
Department of Technology

AT&T Corp.
C4-DNCS-19-001-40, Am 5
Category 22 – Catalog A

Page 2

- Deleted Addendum Log Table in its entirety; and
- Added Amendment Log Table with Amendment 5 content.

Page 3, Table of Contents repagination.

Table 22.2.3.b – Unsolicited Cloud-Hosted VoIP Service Package Features:

- Page 6, Items # 31 – Items #67, Deleted.

Table 22.2.4.b – Unsolicited Additional Cloud-Hosted VoIP Services:

- Page 7, Items # 1- Items # 58, Entire table deleted; and
- Inserted 3 blank rows.

Table 22.3.3.b – Unsolicited Migration Professional Services:

- Page 26, Items # 16 – Items # 19, Deleted.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment # 5, 03/01/2021".

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 29 – Converged VoIP, Statement of Work (SOW), Technical Requirements, is hereby amended to include the following and is attached:

Header

- Inserted “

State of California
Department of Technology

AT&T Corp.
C4-DNCS-19-001-40, Am 5
Category 29 - Technical Requirements

Page 2

- Deleted Addendum Log Table in its entirety; and
- Added Amendment Log Table with Amendment 5 content.

Pages 3 – 5, Table of Contents repagination.

Table 29.2.4.3.b – Unsolicited Converged VoIP Service Packages:

- Page 30, Items # 4 – Items # 40, Deleted;
- Pages 30 - 49, Renumber items to sequential numbering;
- Page 46, Inserted Item # 112, Feature Name “AT&T Teams Direct Route User Profile”, Product Identifier “MSF01”, and Bidder’s Product Description, Restrictions and Limitations “User Profile Includes: 1. 3000 minutes US Domestic (inbound/outbound) per "pooled" user per month. 2. Microsoft Teams Direct Route Peering setup 3. Number Porting or New Number per user 4. AT&T Monitoring and Management Support. 5. E911 Emergency Services. 6. Access via Internet included 6. Cloud HA Pair SBC and SIP Trunk included. User Setup includes: Integration into the core with one cutover event, associated Project Management and Engineering support.”;
- Page 46, Inserted Item # 113, Feature Name “AT&T Teams PBX Integration”, Product Identifier “MSF02”, and Bidder’s Product Description, Restrictions and Limitations “Configuration and setup of cloud SBC and SIP Trunk with Customer Existing PBX.”;
- Page 46, Inserted Item # 114, Feature Name “AT&T Teams Network Cross Connection”, Product Identifier “MSF03”, and Bidder’s Product Description, Restrictions and Limitations “Provides network cross connection for customer provided MPLS or SDWAN network connection into the AT&T cloud data center.”;
- Page 46, Inserted Item # 115, Feature Name “AT&T Teams Additional Tenant”, Product Identifier “MSF04”, and Bidder’s Product Description, Restrictions and Limitations “Additional Microsoft Teams Tenant including GCC High configuration support. Establishes Peering Between AT&T SBC and Customer Provided additional Teams Tenant. Primary Tenant configuration included with AT&T Teams Direct Route User Profile.”;
- Page 46, Inserted Item # 116, Feature Name “AT&T Teams Analog Gateway Management”, Product Identifier “MSF05”, and Bidder’s Product Description, Restrictions and Limitations “Monitoring and Management of analog gateways. Pricing does not include the gateway itself.”; and
- Page 49, Items # 149 – Items # 212, Deleted.

Table 29.2.5.b – Unsolicited VoIP Service Features:

- Page 58, Items # 7 – Items # 8, Deleted;
- Pages 58 - 68, Renumber items to sequential numbering;
- Page 64, Item # 31, Deleted; and
- Page 68, Items # 69 – Items # 173, Deleted.

Table 29.2.6.3.b – Unsolicited Converged VoIP Off-Net Toll-Free Features:

- Page 70, Items # 1 - Items # 10, entire table deleted; and
- Inserted 3 blank rows.

Table 29.3.2.2 – Unsolicited Services Related Infrastructure:

- Page 122, Items # 1 – Items # 397, entire table deleted; and
- Inserted 3 blank rows.

Table 29.3.4.b – Unsolicited Migration Professional Services:

- Page 127, Items # 1 – Items # 37, Deleted; and
- Page 127, Renumber items to sequential numbering.

Section 29.4.8.1 Availability (M-S):

- Page 137, Services: Inserted “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”; and
- Page 138, Objectives: Inserted in table Access Types “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”, Standard (S) “≥ 99.2%”, and Bidder's Objective Commitment (B, S, P) “S”..

Section 29.4.8.2 Catastrophic Outage 1 (CAT 1) (M-S):

- Page 139, Services: “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”; and
Page 140, Objectives: Inserted in table Access Types “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”, Standard (S) “≤ 2 hours”, and Bidder's Objective Commitment (B, S, P) “S”.

Section 29.4.8.3 Catastrophic Outage 2 (CAT 2)(M-S):

- Page 141, Services: Inserted “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T

Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”; and

Pages 141 - 142, Objectives: Inserted in table Access Types “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”, Premier (P) “≤ 15 Minutes”, and Bidder’s Objective Commitment (B, S, P) “P”.

Section 29.4.8.4 Catastrophic Outage 3 (CAT 3)(M-S):

- Page 143, Services: Inserted “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”; and

Pages 143 - 144, Objectives: Inserted in table Access Types “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”, Premier (P) “≤ 15 Minutes”, and Bidder’s Objective Commitment (B, S, P) “P”.

Section 29.4.8.5 Delay – Round Trip Transmission for Converged VoIP Services (M-S):

- Page 145, Services: Inserted “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, and AT&T SIP Calling Plans – IPFlex”; and

Page 145, Objectives: Inserted in table Access Types “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex,”, Standard (S) “≤ 130ms”, and Bidder’s Objective Commitment (B, S, P) “S”.

Section 29.4.8.6 Excessive Outage(M-S):

- Page 146, Services: Inserted “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”; and

Page 147, Objectives: Inserted in table Access Types “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch”, Standard (S) “12 Hours”, and Bidder’s Objective Commitment (B, S, P) “S”.

Section 29.4.8.7 Excessive Usage of Site Survivability Network Failure Service (M-S):

- Page 148, Service Table: Inserted “AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, and AT&T SIP Calling Plans – IPFlex”; and

Pages 148, Objectives: Inserted in table Services "AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex," Standard (S) "120 Hours", and Bidder's Objective Commitment (B, S, P) "S".

Section 29.4.8.8 Jitter (M-S):

- Page 150, Service Table: Inserted "AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, and AT&T SIP Calling Plans – IPFlex"; and
- Page 150, Objectives: Inserted in table Services "AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex," Premier (P) "≤ 15ms", and Bidder's Objective Commitment (B, S, P) "P".

Section 29.4.8.10 Provisioning (M-S):

- Page 153, Services Table: Inserted Service (Features must be installed with service except when listed below. "AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch", Committed Interval Days "45", and "Coordinated/Management Project"; and
- Page 154, Objectives 2 Table: Inserted Access Types "AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch", Basic (B) "≥ 90%", and Bidder's Objective Commitment (B, S, P) "B".

Section 29.4.8.11 Time to Repair (TTR)(M-S):

- Page 155, Services: Inserted "AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch"; and
- Pages 155 - 156, Objectives: Inserted in table Access Types "AT&T CHCS UC Voice Service, AT&T TAO Service, AT&T Avaya Cloud Service, AT&T SIP Calling Plans – IPFlex, AT&T Managed ATS Video Conferencing Service, and AT&T Managed POE Switch", Basic (B) "6 Hours", and Bidder's Objective Commitment (B, S, P) "B".

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment # 5, 03/01/2021"

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

Category 29 – Converged VoIP, Catalog A, is hereby amended to include the following and is attached:

Header

- Inserted “

“ State of California
Department of Technology

AT&T Corp.
C4-DNCS-19-001-40, Am 5
Category 29 – Catalog A

Page 2

- Deleted Addendum Log Table in its entirety; and
- Added Amendment Log Table with Amendment 5 content.

Pages 3 - 4, Table of Contents repagination.

Table 29.2.4.3.b – Unsolicited Converged VoIP Handset Service Package:

- Page 6, Items # 4 – Items # 40, Deleted;
- Pages 6 - 16, Renumber items to sequential numbering;
- Pages 12 - 13, Monthly Recurring Charge Reductions
 - Item # 77, changed “\$12.00” to “\$6.00”;
 - Item #79 changed from “\$1,290.00” to \$885.55”;
 - Item #80 changed from “\$1,370.00” to “\$971.10”;
 - Item #81 changed from “\$1,416.00” to “\$1,013.88”;
 - Item #82 changed from “\$1,630.00” to “\$1,227.75”;
 - Item #83 changed from “\$1,840.00” to “\$1,441.63”;
 - Item #84 changed from “\$2,050.00” to “\$1,655.51”;
 - Item #85 changed from “\$2,270.00” to “\$1,869.38”;
 - Item #86 changed from “\$2,484.00” to “\$2,083.26”;
 - Item #87 changed from “\$2,696.00” to “\$2,297.14”;
 - Item #88 changed from “\$2,910.00” to “\$2,511.01”;
 - Item #89 changed from “\$3,124.00” to “\$2,724.89”;
 - Item #90 changed from “\$3,338.00” to “\$2,938.76”;
 - Item #91 changed from “\$5,480.00” to “\$5,077.53”;
 - Item #92 changed from “\$7,616.00” to “\$7,216.29”;
 - Item #93 changed from “\$9,754.00” to \$9,355.06”;
 - Item #94 changed from “\$11,892.00” to “\$11,493.82”;
 - Item #95 changed from “\$14,032.00” to “\$13,632.59”;
 - Item #96 changed from “\$16,170.00” to “\$15,771.35”;
 - Item #97 changed from “\$18,310.00” to “\$17,910.12”;
 - Item #98 changed from “\$20,448.00” to “\$20,048.80”;
 - Item #99 changed from “\$22,586.00” to “\$22,187.65”;

- Page 14, Item # 112, added Feature Name “AT&T Teams Direct Route User Profile”, Contractor’s Product ID “MSF01”, Non-Recurring Charge “\$5.00”, Monthly Recurring Charge “\$9.99”, and Unit of Measure “User”;
 - Page 14, Item # 113, added Feature Name “AT&T Teams PBX Integration”, Contractor’s Product ID “MSF02”, Non-Recurring Charge “\$2,000.00”, Monthly Recurring Charge “\$0.00”, and Unit of Measure “Each”;
 - Page 15, Item # 114, added Feature Name “AT&T Teams Network Cross Connection”, Contractor’s Product ID “MSF03”, Non-Recurring Charge “\$833.34”, Monthly Recurring Charge “\$833.34”, and Unit of Measure “Each”;
 - Page 15, Item # 115, added Feature Name “AT&T Teams Additional Tenant”, Contractor’s Product ID “MSF04”, Non-Recurring Charge “\$2,000.00”, Monthly Recurring Charge “\$1,000.00”, and Unit of Measure “Each”; and
 - Page 15, Item # 115, added Feature Name “AT&T Teams Additional Tenant”, Contractor’s Product ID “MSF04”, Non-Recurring Charge “\$2,000.00”, Monthly Recurring Charge “\$1,000.00”, and Unit of Measure “Each”;

Page 15, Item # 116, added Feature Name “AT&T Teams Analog Gateway Management”, Contractor’s Product ID “MSF05”, Non-Recurring Charge “\$0.00”, Monthly Recurring Charge “\$20.00”, and Unit of Measure “Each”;

- Page 16, Items # 149 – Items # 212, Deleted; and
- Page 16, Item # 134, added Feature Name “ACS NG911 Service Setup”, Contractor’s Product ID “ACS16”, Non-Recurring Charge “\$9,730.00”, Monthly Recurring Charge “\$0.00”, and Unit of Measure “Per Instance”;
- Page 16, Item # 135, added Feature Name “ACS Basic User”, Contractor’s Product ID “ACS17”, Non-Recurring Charge “\$0.00”, Monthly Recurring Charge “\$15.71”, and Unit of Measure “Each”;
- Page 16, Item # 136, added Feature Name “ACS Core User”, Contractor’s Product ID “ACS18”, Non-Recurring Charge “\$0.00”, Monthly Recurring Charge “\$21.13”, and Unit of Measure “Each”;

Page 16, Item # 137, added Feature Name “ACS Power User

- ”, Contractor’s Product ID “ACS19”, Non-Recurring Charge “\$0.00”, Monthly Recurring Charge “\$27.31”, and Unit of Measure “Each”; and
- Page 16, Item # 138, added Feature Name “ACSWebBased Attendant Console”, Contractor’s Product ID “ACS20”, Non-Recurring Charge “\$0.00”, Monthly Recurring Charge “\$54.60”, and Unit of Measure “Each”.

Table 29.2.5.b – Unsolicited Converged VoIP Service Features:

- Page 18, Items # 7 – Items # 8, Deleted;
- Pages 18 - 24, Renumber items to sequential numbering;
- Page 20, Item # 31, Deleted; and
- Page 24, Items # 69 – Items # 173, Deleted.

Table 29.2.6.3.b – Unsolicited Converged VoIP Off-Net Toll-Free Features:

- Page 24, Items # 1 - Items # 10, entire table deleted; and
- Inserted 3 blank rows.

Table 29.3.2.2 – Unsolicited Services Related Infrastructure:

- Page 73, Items # 1 – Items # 397, entire table deleted; and
- Inserted 3 blank rows.

Table 29.3.4.b – Unsolicited Migration Professional Services:

- Page 76, Items # 1 – Items # 37, Deleted; and
- Pages 76 - 77, Renumber items to sequential numbering.

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: “Amendment # 5, 03/01/2021”.

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

STANDARD AGREEMENT AMENDMENT

TECH 213A (rev. 06/2020)

REGISTRATION NUMBER
AMENDMENT NUMBER 06

AGREEMENT NUMBER C4-DNCS-19-001-40

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 407 PAGES

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:
 CONTRACTING AGENCY NAME
 California Department of Technology
 CONTRACTOR NAME
 AT&T Corp.



2. The term of this Agreement is: April 14, 2020, or upon approval of TECH 213 by CDT STP, whichever is later through June 30, 2025

3. The maximum amount of this Agreement after this Amendment is: \$0.00 (Zero Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the amendment. All documents and actions noted below are by reference and made part of the Agreement and incorporated herein:
 Effective upon CDT STP approval of this Amendment the revisions are as follows:
 A. Revises contract documents listed in the attached Attachment No. 1 – List of Amended Contract Documents

All other terms and conditions remain the same.

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.) AT&T Corp.	
CONTRACTOR AUTHORIZED SIGNATURE  <small>Mark Roese (May 10, 2021 13:54 PDT)</small>	DATE SIGNED May 10, 2021
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Roese, AVP - State, Local and Education	
ADDRESS 2700 Watt Avenue, Ste. 1213, Sacramento, CA 95821	
STATE OF CALIFORNIA	
CONTRACTING AGENCY NAME California Department of Technology	
CONTRACTING AGENCY AUTHORIZED SIGNATURE  <small>Amy Snow (May 10, 2021 14:18 PDT)</small>	DATE SIGNED May 10, 2021
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Snow, Statewide Technology Procurement Branch Chief	
CONTRACTING AGENCY ADDRESS P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810	

Department of Technology (CDT),
Statewide Technology Procurement (STP)
Use Only



EXEMPT PER:

ATTACHMENT 1 – LIST OF AMENDED CONTRACT DOCUMENTS

This Attachment 1 dated 04/06/2021, contains a list of revised contract documents hereby incorporated into this Contract.

Replaces the Contractor's Response for the following documents in their entirety:

1. Volume 1, Common Documents
 - a. Contractor's Response to Exhibit 6 (2 pages)
4. Volume 2, Category 23
 - a. Contractor's BAFO Response to Category 23 Statement of Work (316 pages)
5. Volume 3, Category 23
 - a. Contractor's BAFO Response to Category 23 Catalog A (88 pages)

Amendment No. 6 Summary of Changes

C4- DNCS-19-001-40

This Amendment No. 6 ("Amendment") by and between AT&T Corp., Inc. ("Contractor") and the State of California ("State") is effective upon execution by the parties ("Effective Date").

WHEREAS, AT&T Corp. and State entered into the Agreement for CALNET Data Networks and Communication Services ("Agreement") on April 15, 2020.

WHEREAS, the parties now desire to amend the Agreement.

NOW THEREFORE, the parties, in consideration of the mutual covenants contained herein and intending to be legally bound, agree that the Agreement is amended as follows:

1. Exhibit 6 – GSPD-05-105 Bidder Declaration for C4DNCS

- Adding subcontractor and subcontractor information; document previously left blank

2. Category 23 – Metropolitan Area Network Ethernet Statement of Work, is hereby amended to include the following and is attached:

Page 2, Amendment #6 content added to log.

Pages 3 – 316, Headers Am updated to 6;

Pages 3 – 4, Table of Contents repagination.

Table 23.2.1.6.4 - Unsolicited MAE Services and Features, changes made as follows:

- Pages 212 – 248, Line Items 891 – Line Items 1026, Added new services; and
- Pages 248 – 262, Renumber line items 1027 – 1080 to sequential numbering;

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment log as: "Amendment #6, 04/23/2021".

3. Category 23 – Metropolitan Area Network Ethernet Catalog A, is hereby amended to include the following and is attached:

Page 2, Amendment #6 content added to log.

Pages 3 – 88, Headers Am updated to 6;

Page 3, Table of Contents repagination.

Table 23.2.1.6.4., Unsolicited MAE Services and Features, changes made as follows:

- Pages 69 – 81, Line Items 891 – Line Items 1026, Added new services; and
- Pages 81 – 86, Renumber line items 1027 – 1080 to sequential numbering;

Replacement pages are attached hereto for insertion in the Agreement and are identified in the Amendment Log as: "Amendment #6, 04/23/2021".

Except as modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect in accordance with their terms.

their terms.

**DEPARTMENT OF TECHNOLOGY
NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA)**

The California Network and Telecommunications Program (CALNET) service offerings are primarily intended to meet State entity requirements. However, CALNET services may be purchased by qualified non-State entities. To use the CALNET next generation of contracts, non-State entities are required to self-certify that their organization qualifies for one of the CALNET eligibility criteria below.

Authorized Entity Criteria

Please select one of the following:

- Local government entities are defined as “any city, county, city and county, district or other governmental body empowered to expend public funds for the acquisition of goods” per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental entities, each local governmental entity should determine whether this contract is consistent with its procurement policies and regulations.
- Entirely 100% tax supported entity
- A governmental entity with a Joint Powers Agreement (JPA)
- Federally recognized Indian Tribe

NON-STATE ENTITY INFORMATION

REQUESTING NON-STATE ENTITY ORGANIZATION NAME

County of Humboldt, California

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNING ON BEHALF OF NON-STATE ENTITY

Elishia Hayes, Interim County Administrative Officer

STREET ADDRESS

825 5th Street, Rm 112

CITY, STATE, ZIP CODE

Eureka, CA 95501

CONTACT PHONE NUMBER

707-445-7266

EMAIL ADDRESS

cao@co.humboldt.ca.us

I certify under penalty of perjury the requesting entity meets the NESPA “Authorized Entity Criteria” selected above.



7/6/21

NON-STATE ENTITY SIGNATURE

DATE

CDT/CALNET PROGRAM

CUSTOMER CODE: