

STANDARD AGREEMENT AMENDMENT

STD 213 A (Rev 2/12)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

381

Pages

AGREEMENT NUMBER

AMENDMENT

IFB STPD 12-001-A,
C3-A-12-10-TS-12

1

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Technology

CONTRACTOR'S NAME

NWN Corporation

2. The term of this

Agreement is

11/15/2013

through

6/30/2018

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:

A. This amendment incorporates the following changes, Subject CALNET 3, IFB STPD 12-001-A Category 1: Voice and Data Services, Subcategory 1.2 MPLS, VPN and Converged VoIP (NWN):

- 1) To correct the Term of CALNET 3 Subcategory 1.2 to begin November 15, 2013 and shall end no later than June 30, 2018 with two (2) one-year (1) options to extend.
- 2) To correct (State) signature on original STD 213 A dated (November 15, 2013) from Gregg Fukuhara – Statewide Technology Procurement Division (STPD), to Steve Rushing – Statewide Telecommunications and Network Division (STND)

Continued on the next page.

This Agreement is effective upon the start date, or California Department of Technology approval, whichever is later.
All other terms and conditions of the original agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

NWN Corporation

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Mathew S. Niemann, VP of Strategic Contracts

ADDRESS

11931 Foundation Place, Suite 250. Gold River CA 95670

STATE OF CALIFORNIA

AGENCY NAME

Department of Technology

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Steve Rushing, Deputy Director, Office of Technology Services -STND

ADDRESS

P.O. Box 1810, MS Y-13, Rancho Cordova, CA 95741-1810

CALIFORNIA
DEPARTMENT OF TECHNOLOGY
Use Only☐ Exempt per:

Continuation
STD 213A Standard Agreement Amendment,
CALNET 3,
Amendment #1 (C3-A-12-10-TS-12) (NWN)

- 3) Revision to Volume 3 - Cost Information,
Part C. SOW Catalog A With Costs:
All CMO accepted and agreed to changes to the BAFO attached. (See the attached NWN Amendment Summary document and the attached NWN – Part C. SOW Catalog A with Costs for complete details of this Amendment).
- 4) Revision to Volume 2 – Response to Unique Subcategory Requirements,
Part B. SOW Technical Requirements Response:
All CMO accepted and agreed to changes to the BAFO attached. (See the attached NWN Amendment Summary document and the attached NWN – Part B SOW Technical Requirements Response, for details of this Amendment).

B. IFB STPD 12-001-A, Volume # 1 Response to Common Requirements, Part 1 - General Instructions have been amended with the following changes:

- 1) The IFB Cover Page Title has been edited with the following description;

STATEMENT OF WORK (SOW),
VOLUME #1, RESPONSE TO COMMON REQUIREMENTS,
PART 1 – GENERAL INSTRUCTIONS
Amendment #1

Rev. February 21, 2014

- 2) Volume #1, Response to Common Requirements, has new footer information to reflect Amendment #1 and the revision date to the document.
- 3) Volume #1, Part 1 - General Instructions, edited page 73, **6. ATTACHMENTS** a description has been added for **Attachment #11 - Individual Price Reduction Notification (IPRN)**.
- 4) Volume #1, Part 1, General Instructions, Inserted an Intentional Blank Page on Pages 86 and 93.
- 5) Volume #1, Part 1, General Instructions, inserted Attachment #11 - Individual Price Reduction Notification (IPRN) form to pages 87 – 92
- 6) Volume #1, Table of Contents in Part 1 - General Instructions, page vi, has been edited to reflect the new pagination as a result of inserting a blank page to pages 86 and 93, and inserting Attachment #11 to pages 87 – 92.
- 7) Volume #1 Response to Common Requirements, The Part 2 – Bidders Response has moved from pages 86 – 91 to pages 94 – 96
- 8) The Volume #1, Table of Contents in Part 1 – General Instructions, page vi, has been edited to reflect the new pagination to Part 2 - Bidders Response, pages 94 – 96.



IFB STPD 12-001-A, C3-A-12-10-TS-12 Amendment #1, Rev. January 27, 2014 CalNet 3, Category 1: Voice and Data Services

Subcategory 1.2 – MPLS, VPN and Converged VoIP

Amendment Summary



Amendment Summary – Catalog A

This Amendment Summary is for IFB STPD 12-001-A and incorporates changes that occurred between the Catalog A document submitted as part of NWN's final submission and the Final, Approved Catalog A (which is now referred to as Catalog B). In this summary represent all substantive changes (minus immaterial changes such as formatting) made to NWN Corporation's Final Proposal 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 NWN Corporation's Amendment # 1.

- Updated Cover Sheet to include contract # and dates
- Updated Headers and Footers to include contract # and dates
- Updated Table Content pagination updates
- 1.2.2.8.3 MPLS PORT, ACCESS and ROUTER BUNDLED TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Deleted Unsolicited Item # 1, Page 3C-14
- 1.2.2.8.4 MPLS PORT, ACCESS and ROUTER BUNDLED ON-NET TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Deleted Unsolicited Item # 1, Page 3C-15
- 1.2.2.8.5 MPLS PORT, ACCESS and ROUTER BUNDLED OFF-NET TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Deleted Unsolicited Item # 1, Page 3C-16
- 1.2.2.8.6 MPLS PORT, ACCESS and ROUTER BUNDLED ETHERNET ON-NET TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Deleted Unsolicited Item # 1, Page 3C-20
- 1.2.2.8.7 MPLS PORT, ACCESS and ROUTER BUNDLED ETHERNET ON-NET TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Deleted Unsolicited Item # 1, Page 3C-25
- 1.2.3.2.4 Converged VoIP Handset Service Packages - Amendment 1 has been modified as follows:
 - Updated Feature Description for all Unsolicited Items to map to the Technical SOW Feature Descriptions, Pages 3C-27 through 3C-33
- 1.2.3.3 Converged VoIP Service Features - Amendment 1 has been modified as follows:
 - Updated column F "Non-Recurring Charge per item", Unsolicited Item # 8 pricing fixed to add 2 decimals, Page 3C-36
- 1.2.3.4.5 Converged VoIP International Off Net Calling – Peak and Off Peak – Amendment 1 has been Modified as follows:



- Updated column G “Monthly Recurring Charge/item per unit” Unsolicited pricing to move to 4 decimal places, Pages 3C-45 through 3C-64
- Deleted word “Minute” between Peak and Off-Peak item # 214 & International Mobile Termination Charge (IMTC) item # 1, Page 3C-56
- 1.2.3.5 VoIP Voice Mail Services and Features - Amendment 1 has been modified as follows:
 - Updated column I “Charge per Change per item”, Unsolicited Item # 5 pricing fixed to add 2 decimals, Page 3C-66
- 1.2.5.8 SIP Calling Plans - Amendment 1 has been modified as follows:
 - Updated column G “Monthly Recurring Charge/item per unit” Core and Unsolicited pricing to move to 3 decimal places, Page 3C-69
- 1.2.5.9 SIP Trunk International Off-Net Calling - Peak and Off Peak - Amendment 1 has been modified as follows:
 - Updated column G “Monthly Recurring Charge/item per unit” Unsolicited pricing to move to 3 decimal places, Pages 3C-74 through 3C-93
- 1.2.8.2 Extended Demarcation Wiring Services - Amendment 1 has been modified as follows:
 - Deleted Item #'s 9, 10, 12, 15 through 19, and 36, Pages 3C-97 through 3C-99
 - Header fixed to corrected the Feature Header for pages 3C-95 through 3C-99



Amendment Summary – SOW Technical

This Amendment Summary is for IFB STPD 12-001-A and incorporates changes that occurred between the Technical SOW document submitted as part of NWN's final submission and the Final, Approved Technical SOW. In this summary represent all substantive changes (minus immaterial changes such as formatting) made to NWN Corporation's Final Proposal 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 NWN Corporation's Amendment # 1.

- Updated Cover Sheet to include contract # and dates
- Updated Headers and Footers to include contract # and dates
- Updated Table Content pagination updates
- 1.2.2.5 MPLS NETWORK DESIGNS AND DIAGRAMS - Amendment 1 has been modified as follows:
 - Corrected Last Sentence to: Bidder understands the requirements in Section 1.2.2.5 and shall meet or exceed them? On Page 2B-17
- 1.2.2.8.3 MPLS PORT, ACCESS and ROUTER BUNDLED TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Corrected: The Contractor may offer additional unsolicited MPLS Port, Access and Router Bundled Transport Speeds in Table 1.2.2.8.3.b On Page 2B-42 below Core Matrix
 - Corrected: Table 1.2.2.8.3.b Unsolicited MPLS Port, Access and Router Bundled Transport Speeds On Page 2B-42 above Unsolicited Matrix
 - Deleted Unsolicited SKU on Page 2B-42
- 1.2.2.8.4 MPLS PORT, ACCESS and ROUTER BUNDLED ON-NET TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Deleted Unsolicited SKU on Page 2B-44
- 1.2.2.8.5 MPLS PORT, ACCESS and ROUTER BUNDLED OFF-NET TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Deleted Unsolicited SKU on Page 2B-46
- 1.2.2.8.6 MPLS PORT, ACCESS and ROUTER BUNDLED ETHERNET ON-NET TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Deleted Unsolicited SKU on Page 2B-58
- 1.2.2.8.7.b MPLS PORT, ACCESS and ROUTER BUNDLED ETHERNET ON-NET TRANSPORT SPEEDS - Amendment 1 has been modified as follows:
 - Deleted Unsolicited SKU on Page 2B-69
- 1.2.3.2.4.b Converged VoIP Handset Service Packages - Amendment 1 has been modified as follows:
 - Corrected Bidder's Product Description, Item # 1, Page 2B-87
 - Corrected Bidder's Product Description, Item # 2, Page 2B-87
- 1.2.3.2.5 Converged VoIP Site Survey - Amendment 1 has been modified as follows:



- Corrected: Bidder understands the requirements in Section 1.2.3.2.5 and shall meet or exceed them? On Page 28-91
- 1.2.3.3.2 Converged VoIP Network LAN Assessment Retest - Amendment 1 has been modified as follows:
 - Corrected: If required, Contractor shall perform a network LAN Assessment retest in accordance with the provisions of Section 1.2.3.2.6 (Converged VoIP Network LAN Assessment) to validate corrective actions have been completed that allow for proper operation of the service. On Page 28-97
- 1.2.3.3.a Converged VoIP Service Features - Amendment 1 has been modified as follows:
 - Corrected Bidder's Product Identifier, Item # 2, Page 2B-98
 - Corrected Bidder's Product Identifier, Item # 6, Page 2B-99
- 1.2.3.3.b Converged VoIP Service Features- Amendment 1 has been modified as follows:
 - Corrected Feature Name, Item # 7, Page 2B-100
- 1.2.3.4.4.a Converged VoIP Off-Net Toll-Free - Amendment 1 has been modified as follows:
 - Corrected Product Identifier, Item # 1, Page 2B-104
- 1.2.3.4.5.a Converged VoIP International Off-Net Calling - Amendment 1 has been modified as follows:
 - Corrected Off-Peak Product Identifier, Items # 1-13, Page 2B-106
- 1.2.3.4.5.b Converged VoIP International Off-Net Calling - Amendment 1 has been modified as follows:
 - Corrected Off-Peak Product Identifier, Items # 1-214, Page 2B-106 to 2B-121
- 1.2.5.9.a SIP Trunk Off-Net International Long Distance Calling - Amendment 1 has been modified as follows:
 - Corrected Peak Time Product Identifier, Items # 1, Page 2B-151
 - Corrected Off-Peak Product Identifier, Items # 1, Page 2B-151
- 1.2.5.9.b SIP Trunk Off-Net International Long Distance Calling - Amendment 1 has been modified as follows:
 - Corrected Off-Peak Product Identifier, Items # 1-214, Page 2B-152 to 2B-165
- 1.2.8.2.b Unsolicited Extended Demarcation Wiring Services - Amendment 1 has been modified as follows:
 - Deleted Unsolicited SKU's Item # 9-10, Page 2B-172
 - Deleted Unsolicited SKU's Item # 12 and 15-19, Page 2B-173
 - Deleted Unsolicited SKU's Item # 36, Page 2B-175
- 1.2.8.3 Table 1.2.8.3 Services Related Hourly Support - Amendment 1 has been modified as follows:
 - Corrected Product Identifier, Item # 3, Page 2B-177
- 1.2.9.8.11 Provisioning (M-S) - Amendment 1 has been modified as follows:
 - Corrected: MPLS Port and Access Bundle Transport (1.2.2.8.2) On Page 28-194 2nd line item in matrix
 - Corrected: MPLS Port, Access and Router Transport (1.2.2.8.3) On Page 28-194 3rd line item in matrix
 - Corrected: MPLS Port, Access and Router Bundled On-Net Transport Speeds (1.2.2.8.4) On Page 28-194 4th line item in matrix
- 1.2.9.8.13 Managed Service Proactive Notification - Amendment 1 has been modified as follows:



- Corrected: MPLS Port, Access and Router Bundled Transport Speeds (1.2.2.8.3) On Page 2B-197 1st line item in matrix
- Corrected: MPLS Port, Access and Router Bundled On-Net Transport Speeds (1.2.2.8.4) On Page 2B-197 2nd line item in matrix

**INVITATION FOR BID
IFB STPD 12-001-A
FOR
CALNET 3, CATEGORY 1
VOICE AND DATA SERVICES
STATEMENT OF WORK (SOW),
VOLUME #1, RESPONSE TO COMMON REQUIREMENTS,
PART 1 – GENERAL INSTRUCTIONS
Amendment #1
Rev. February 21, 2014**

Issued by:

STATE OF CALIFORNIA

California Department of Technology

Statewide Technology Procurement Division

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.

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TABLE OF CONTENTS

PART 1 GENERAL INSTRUCTIONS	1
1. PROGRAM DESCRIPTION	2
1.1 PURPOSE OF THIS INVITATION FOR BID.....	2
1.2 BACKGROUND	3
1.3 CURRENT AND PROPOSED ENVIRONMENT	3
2. BIDDING INSTRUCTIONS	4
2.1 COMMUNICATIONS AND CONTACTS	4
2.1.1 Procurement Official.....	5
2.2 KEY ACTION DATES	6
2.3 ADMINISTRATIVE REQUIREMENTS	7
2.3.1 Incorporation of PMAC Requirements and General Provisions (M)	7
2.3.2 Special Terms and Conditions (M)	7
2.3.3 Confidentiality Statement (M)	7
2.3.4 Primary Bidder (M)	7
2.3.5 Subcontractors (M).....	8
2.3.6 Contractor's License (M)	9
2.3.7 Workers' Compensation (M).....	9
2.3.8 Service Taxes, Fees, Surcharges and Surcredits (M).....	9
2.3.9 Darfur Contracting Act of 2008 (M).....	9
2.3.10 Iran Contracting Act of 2010 (M).....	10
2.3.11 Small Business Preference	10
2.3.12 DVBE Program and Incentive.....	11
2.3.13 Commercially Useful Function (M).....	12
2.3.14 Target Area Contract Preference.....	12
2.3.15 Enterprise Zone Act Preference	12
2.3.16 Local Agency Military Base Recovery Act (LAMBRA) Preference	13
2.3.17 Phase 3 Customer Orders (M)	13
2.3.18 Phase 3 Performance Bond Notice (M)	14

2.3.19 Phase 3 Public Works Requirements (M)	14
2.3.20 Equipment (M).....	16
2.3.21 Federal Universal Service Fund (M)	16
2.3.22 Amendment (M)	17
2.3.23 Availability (M).....	17
2.4 BIDDING RULES	17
2.4.1 Rules Governing Competitive Bidding	17
2.4.2 Identification and Classification of IFB Requirements	17
2.4.3 Irrevocable Offer	18
2.4.4 IFB Documents	18
2.4.5 Examination of the Work	18
2.4.6 Protests of Bid Requirements.....	18
2.4.7 Addenda.....	19
2.4.8 Financial Stability	19
2.4.9 Joint Bids	19
2.4.10 Confidentiality.....	20
2.4.11 Bidder's Cost.....	20
2.4.12 False or Misleading Statements	20
2.4.13 Withdrawal and Resubmission of Bids.....	20
2.4.14 Rejection of Bids	20
3. BID FORMAT AND SUBMISSION REQUIREMENTS	21
3.1 SUBMISSION REQUIREMENTS.....	21
3.1.1 Date, Time and Address of Submittals	21
3.1.2 Packaging and Labeling	22
3.1.3 Formatting.....	23
3.2 DRAFT BIDS.....	23
3.3 CONFIDENTIAL DISCUSSIONS.....	24
3.4 FINAL BIDS	24
3.4.1 Organization of Submission.....	24
3.4.2 Specific Instructions for Final Bid Items.....	27
3.4.2.1 Cover letter.....	27

3.4.2.2	Required Exhibits	27
3.4.2.3	Preference/Incentive Exhibits	28
3.4.2.4	Special Terms and Conditions.....	28
3.4.2.5	SOW Mandatory Business and Technical Requirements.....	29
3.4.2.6	Unsolicited Offerings	32
3.4.2.7	SOW Catalog A (without costs)	33
3.4.2.8	SOW Supporting Literature	36
3.4.2.9	Cost Information	36
3.4.3	Bid Submission Checklist	41
4.	BID EVALUATION	41
4.1	EVALUATION PROCEDURES	42
4.1.1	Evaluation Questions	42
4.1.2	Evaluation of Draft Bids.....	42
4.1.3	Errors in the Final Bid.....	42
4.2	EVALUATION OF FINAL BIDS.....	44
4.2.1	Receipt and Validation of Documentation.....	44
4.2.2	Evaluation of Required Information	44
4.2.2.1	Administrative Requirements (Pass/Fail).....	45
4.2.2.2	Business and Technical Requirements (Pass/Fail).....	45
4.2.2.3	Catalog A (Pass/Fail)	45
4.2.2.4	STD 213 and Special Terms and Conditions (Pass/Fail)	45
4.2.3	Technical Evaluation of Unsolicited Items	45
4.2.4	Scoring of Business and Technical Requirements.....	46
4.2.4.1	Mandatory (pass/fail) Business and Technical Requirements.....	46
4.2.4.2	Mandatory Scorable (M-S) Business and Technical Requirements ..	46
4.2.4.3	Earned DVBE Incentive Points.....	56
4.2.4.4	Total Non-Cost Points	57
4.2.5	Evaluation of Costs	58
4.2.5.1	Adjustment of Costs for TACPA, EZA and LAMBRA	59
4.2.5.2	Scoring of Costs of Mandatory Requirements	60
4.2.5.3	Scoring of Unsolicited Item Costs.....	61
4.2.5.4	Total Cost Points.....	63
4.2.6	Total Awarded Points Adjusted for Small Business Preference	64
4.3	QUALIFICATION FOR NEGOTIATION	65
4.4	Negotiation Process.....	66

4.4.1	Best and Final Offer Submission	66
4.4.2	SOW Catalog A – Final List of Awarded Items with Bid Costs	67
4.4.3	Evaluation of BAFO Submission.....	67
4.4.4	Adjustments for Exclusion of Mandatory and Unsolicited Items.....	68
4.4.5	Determination of the Average Baseline	68
4.4.6	Determination of Bidder's Qualification for Award.....	69
5.	AWARD AND EXECUTION	70
5.1	AWARD OF CONTRACTS	70
5.2	NOTIFICATION OF AWARDS.....	70
5.3	PROTESTS OF AWARDS.....	71
5.4	INTENTIONALLY BLANK.....	71
5.5	DEBRIEFING	71
5.6	AUTHORIZATION TO EXECUTE AGREEMENT	71
5.6.1	Catalog B – Final List of Awarded Items Including State Administrative Fees	72
6.	ATTACHMENTS	72
	ATTACHMENT 1 – BID SUBMISSION CHECKLIST Page 1 of 2.....	74
	ATTACHMENT 2 – COMPETITIVE BIDDING AND BID RESPONSIVENESS Page 1 of 2	76
	ATTACHMENT 3 – STD. FORM 20.....	78
	ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO) Page 1 of 5	79
	ATTACHMENT 8 – FORM FOR SUBMITTING QUESTIONS Page 1 of 2.....	84
	INTENTIONALLY BLANK.....	86
	ATTACHMENT 11 - INDIVIDUAL PRICE REDUCTION NOTIFICATION (IPRN) Page 1 of 6.....	87-92
	INTENTIONALLY BLANK.....	93
	PART 2 BIDDER RESPONSE	94-96

PART 1

GENERAL INSTRUCTIONS

1. PROGRAM DESCRIPTION

1.1 PURPOSE OF THIS INVITATION FOR BID

The purpose of this Invitation for Bid (IFB) is to issue CALNET 3 Category Solicitations to those vendors awarded a Prequalified Multiple Award Contract (PMAC). The first phase, accomplished through RFQP 12-001, awarded PMAC's to multiple Contractors for each Category and Subcategory the Bidder qualified for. Only PMAC Contractors that have been awarded PMAC Contracts for Category 1 may participate in the bidding of this IFB STPD 12-001-A for the Subcategories which they have qualified for. Bidders that are participating in RFQP 12-001.1 and applying for Category 1 may participate in the IFB process, but must be awarded a PMAC for applicable Category 1 Subcategories prior to the Key Action Date for submission of Final Bids related to this IFB.

PMAC Contractors awarded a Category 1 Contract will then be allowed to solicit customer orders based on their awarded dollar threshold (Awarded Procurement Value) and in areas throughout the State where they have identified an ability to provide awarded services.

This IFB is issued independently of other Category solicitations. The services sought by this IFB consist of the six (6) Subcategories of Category 1 as follows:

- 1.1 Dedicated Transport
- 1.2 Multiprotocol Label Switching (MPLS), Virtual Private Networking (VPN), and Converged VoIP Telephony
- 1.3 Standalone VoIP Telephony
- 1.4 Long Distance Calling
- 1.5 Toll Free Voice Calling
- 1.6 Legacy Telecommunications

It is the State's intent to award each Subcategory to multiple vendors as a result of this solicitation. Bids for each Subcategory will be evaluated and awarded separately from any other Subcategory. All awards will be based on best value evaluation as described in Section 4, *Bid Evaluation*, of this IFB.¹ The result of this Category 1 IFB solicitation will be to establish a list of Category 1 Contractors and an associated list of services and prices for the above listed Subcategories. Additionally, this IFB will establish specific Service Level Agreements, Subcategory Business and Technical Requirements, Special Terms and Conditions, and other relevant conditions for awarded Category 1 Contractors.

The initial term of Subcategories 1.1 through 1.5 Contracts shall end not later than June 30, 2018 with two (2) one-year options to extend. The initial term of Subcategory 1.6, Legacy Telecommunications, shall end not later than June 30, 2017 with three (3) one-year options to

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.

extend. Extensions will be exercised at the sole discretion of the State and shall not be denied by the Contractor.

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.

1.2 BACKGROUND

All nonexempt State of California agencies are presently required by policy to utilize the CALNET 2 contracts to obtain mandated telecommunications and network services, unless otherwise authorized by the California Department of Technology.² Exempt State agencies are encouraged, but are not required, to use the CALNET 2 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 2 contracts by completing an Authorization To Order (ATO) agreement. However, local agencies are not required by the State to use the CALNET 2 contracts.

1.3 CURRENT AND PROPOSED ENVIRONMENT

The services being bid in this IFB are similar to, but not identical with those presently offered by CALNET 2 Contractors within the following Master Service Agreements (MSAs):

- MSA 1 – Voice, Data and Video Services – Awarded to AT&T
- MSA 2 – Long Distance Network Based Services – Awarded to AT&T
- MSA 3 – Internet Protocol (IP) Voice, Data and Video Services – Awarded to Verizon Business

A description of CALNET 2 services is available at: <http://www.dts.ca.gov/stnd/calnet-II/calnetII.asp>. This site also has links to:

- CALNET 2 Contractor catalogs and pricing³
- Information regarding the State Telecommunications Management Manual (STMM), which provides information concerning mandatory services, delegations, and exemptions
- Present ordering instructions and forms for State and local agencies
- CALNET 2 RFP, model contract language, and awarded contract amendments

² Throughout this IFB and SOW the terms "California Technology Agency" or "CTA" and "California Department of Technology" or "Department of Technology" shall be considered synonymous; and the terms "Office of Telecommunications Procurement" or "OTP" and "Statewide Technology Procurement Division" or "STPD" shall be considered synonymous.

³ To access the AT&T links press enter three times without user name and password.

There are approximately 200 State and 1,675 non-state agencies using CALNET 2 services. See Section 6, *IFB Attachments*, numbers 5 and 6 for lists of approximate quantities of service types, including locations by city, when available.

CALNET 3 will allow for PMAC awarded Contractors to compete in all awarded Categories/Subcategories resulting in multiple awards. As described in RFQP 12-001 Sections I and I.A, Contracts awarded as a result of IFB STPD 12-001-A shall not in and of itself guarantee revenue or Customer orders for services. Prices established through the CALNET 3 awards, including a State administrative fee, shall be the maximum allowed price. Contractors may lower their prices to be competitive, but they may not increase their prices beyond their CALNET 3 approved rates.

For purposes of this solicitation, the State owned cable plant in Sacramento will not be part of the bid services of this CALNET 3 IFB.

The CALNET CMO directly purchases dedicated circuits on behalf of State Agencies allowing reduced Dedicated-to-Dedicated Long Distance minute rates. This provides a significant overall savings to the State for Long Distance calling. As cited in the SOW Technical Requirements' Section 1.4.2, *Long Distance Calling Service*, "The State, at its sole discretion, may impose controls on Service Requests for long distance services placed by nonexempt Customers, including limitations to specific providers in certain geographic areas." The State will exercise these controls in accordance with the methods listed in the paragraph below.

The CALNET 3 Contracts awarded as a result of this IFB will be managed by the State's CALNET 3 Contract Management and Oversight (CALNET 3 CMO). The CALNET 3 CMO will oversee adherence to the CALNET 3 awarded terms and conditions, provide ongoing cost effective analysis, and manage or oversee service deployments including Contractor provisioning, maintenance of services, and other related services as may be required. The CALNET 3 CMO will control the CALNET 3 Contractors' ability to offer and the Customers' acquisition and use of services through issuance of a Customer User Guide, delegation of authority to purchase and approval to order (e.g., see Attachment 4, ATO), designation of required or mandated services (including exemptions), and establishment of other CALNET 3 Customer policies and instructions.

2. BIDDING INSTRUCTIONS

2.1 COMMUNICATIONS AND CONTACTS

The California Department of Technology (Department of Technology), Statewide Technology Procurement Division (STPD) uses an online procurement system known as BidSync to communicate with perspective Bidders and suppliers. Information and ongoing communications for this IFB will be posted by the State on the BidSync website, www.bidsync.com. In order to ensure communication, it is important that Bidders submit Exhibit 1, *Intent to Bid*, to the Procurement Official listed in Section 2.1.1 by the date identified in Section 2.2, *Key Action Dates*. Submittal of the Intent to Bid may be via email. Bidders must notify the Procurement

Official whenever their intent to bid changes or whenever there is a change in the Bidder's designated contact information.

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 2.4.7, *Addenda*. Only changes made via an addendum shall be binding. Written questions must be submitted by email to the Procurement Official identified in Section 2.1.1, *Procurement Official*. Bidders are requested to use IFB Attachment 8, *Form for Submitting Questions*. All written questions submitted by the due date as stated in Section 2.2, *Key Action Dates*, will be responded to at the same time with all questions and answers posted to BidSync in the form of a Question and Answer set.

Oral communications of department officers and employees concerning this IFB shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this IFB.

2.1.1 Procurement Official

The Department of Technology 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.

Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
California Department of Technology Statewide Technology Procurement Division Attn: Robin E. Filpula 10860 Gold Center Drive, Suite 200 - Security Desk Rancho Cordova, CA 95670	California Department of Technology Statewide Technology Procurement Division Attn: Robin E. Filpula Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741

Robin E. Filpula, Procurement Official
Phone: (916) 464-0709 (until 12/03/12)
Phone: (916) 431-5063 (beginning 12/04/12)
Fax: (916) 733-7560
E-mail address: robin.filpula@state.ca.gov

2.2 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 IFB. All times listed are for Pacific Time.

The Key Action Dates in Table 1, below, are for all Subcategories unless specified otherwise.

Table 1: Key Action Dates

STEP	ACTION	DATE AND TIME ⁴
1.	State Release of the IFB	11/28/2012
2.	Last Day to Submit Exhibits 1 and 2, <i>Intent to Bid</i> and <i>Confidentiality Statement</i>	12/13/2012
3.	Last Day to Submit Requests for Changes to the Special Terms and Conditions	01/08/2013
4.	Last Day to Submit Written Questions and Request Changes to IFB Requirements prior to Draft Bid submission	01/29/2013
5.	Last Day to Protest IFB Requirements ^{5 6}	03/12/2013
6.	Last Day to Submit Draft Bids	04/17/2013 2:00 PM
7.	Confidential Discussions	06/10/2013 – 06/17/2013
8.	2nd Draft Bid responses due	0725/2013
9.	Bidder's Submission of Final Bids^{7 8}	09/12/2013 2:00 PM
10.	Negotiation process begins	TBD*
11.	Last Day to Submit Best and Final Offers (BAFOs)	TBD*
12.	Notification of Award	TBD*
13.	Contract Award and Execution	On or before 10/31/2013*

*Based on number of Bids received and time required for Section 4.4, Negotiation Process

⁴ All times are 5:00 PM Pacific Time unless otherwise specified.

⁵ See Section 2.4.6, *Protests of Bid Requirements*.

⁶ Or five (5) business days following the last addendum that materially changes the requirements of the IFB.

⁷ Bidders should review Attachment 1, Bid Submission Checklist, prior to submitting the Final Bid.

⁸ Or five (5) business days following the last addendum that materially changes the requirements of the IFB.

2.3 ADMINISTRATIVE REQUIREMENTS

All requirements listed in this Section with an (M) are Mandatory and not negotiable. Bidders must indicate their willingness and ability to satisfy these requirements by marking “Yes” to the “**Bidder agrees Yes/No**” on Exhibit 3, *Response to Administrative Requirements*. Answering “No” to any of the Mandatory Administrative Requirements (M) in the Final Bid will result in the bid being deemed non-responsive, and therefore disqualified.

2.3.1 Incorporation of PMAC Requirements and General Provisions (M)

Bidders are advised that all Subcategory Contracts awarded as a result of this IFB shall automatically incorporate by reference all Requirements, Terms and Conditions and General Provisions of the Bidder’s awarded Prequalified Multiple Award Contract (PMAC).

2.3.2 Special Terms and Conditions (M)

Special Terms and Conditions shall be incorporated within the Contracts awarded as a result of this IFB. These Special Terms and Conditions are provided in this IFB’s Statement of Work (SOW), Appendix C.

2.3.3 Confidentiality Statement (M)

Bidders must agree to the State’s confidentiality requirements by submitting a signed Exhibit 2, *Confidentiality Statement*, as indicated in Section 2.2, *Key Action Dates*.⁹ The Confidentiality Statement applies to all CALNET 3 Customer information, and all references in the Confidentiality Statement to the California Department of Technology apply equally to individual CALNET 3 Customer entities as appropriate.

2.3.4 Primary Bidder (M)

Each 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.

⁹ Exhibit 2, *Confidentiality Statement*, must be included within Bidder’s Final Bid if it has not been submitted to the Procurement Official prior to the Final Bid date.

2.3.5 Subcontractors (M)

Any Subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB, and which is expected to receive more than fifteen percent (15%) of the value of the Contract, must also meet all Administrative Requirements and Business and Technical Requirements of the IFB, as applicable to the services provided, and must be approved in advance by the State. For each Subcontractor, the Bidder shall include in its Final Bid, in addition to its own response, at a minimum the following documents as provided by the Subcontractor:

- Exhibit 2, Confidentiality Statement, signed by the Subcontractor (see Section 2.3.3)
- Exhibit 4, Workers' Compensation Certification, signed by the Subcontractor (see Section 2.3.7)
- Exhibit 5, Darfur Contract Act of 2008, signed by the Subcontractor (see Section 2.3.9)
- Exhibit 6, Iran Contracting Act of 2010, signed by the Subcontractor (see Section 2.3.10)
- SOW Business and Technical Requirements, as provided by the Subcontractor

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 3 CMO written approval shall be required for the replacement of any subcontractor:

- 1) Identified as expected to receive 15% or more of the value of the contract;
- 2) Validation that replacement is a DGS certified DVBE (see Section 2.3.12) as applicable; and,
- 3) When the Bidder is claiming at least 25% California certified small business subcontractor participation (see Section 2.3.11) 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 25% of the revenue will continue to go to DGS Small Businesses if the Small Business preference was awarded based on 25% subcontracting per Section 2.3.11. 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 (7) 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.

2.3.6 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. Bidders are to complete Exhibit 8, *Contractor's License Information*, as applicable and if no license is required it should be noted on the exhibit.

A Bid that does not contain the above information, or if the information is later proven false, may be considered non-responsive and may be rejected by the State.

2.3.7 Workers' Compensation (M)

The Prime Contractor shall maintain statutory 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. The Bidder is required to sign Exhibit 4, *Workers' Compensation Certification*, and submit it with the Bid response.

2.3.8 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 SOW Appendix C, *Special Terms and Conditions – Telecommunications*, Section T, *Service Taxes, Fees, Surcharges and Surcredits*, and SOW Business Requirements Section A.5.8, *Service Taxes, Fees, Surcharges, and Surcredits*. Any addition or changes will be implemented in accordance with those sections.

In response to this requirement, Bidders shall submit Exhibit 9, *Service Taxes, Fees, Surcharges and Surcredits*, with their Final Bid that identifies all regulatory service taxes, fees, surcharges and surcredits that they plan to include on their invoices.

2.3.9 Darfur Contracting Act of 2008 (M)

Effective January 1, 2009, all State of California Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the State of California Darfur Contracting Act of 2008. (Public Contract Code sections 10475-10481).

Public Contract Code section 10478 (a) required a company that currently has (or within the previous three years has had) business activities or other operations outside of the United

States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. Bidders must complete and return Exhibit 5, *Darfur Contracting Act of 2008*, with the Bidder’s Final Bid submittal.

2.3.10 Iran Contracting Act of 2010 (M)

Division 2, Part 1, Chapter 2.7 of the California Public Contract Code (PCC) is the Iran Contracting Act of 2010 (Act). This Act requires at §2203 that no one shall submit a bid for a contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that person (i.e., Bidder or Contractor) engages in investment activities of \$20,000,000 or more as described in PCC §2202.5 pursuant to all provisions of the Act. The Act, at §2204 requires Bidders to certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of PCC §2203 as a person engaging in investment activities in Iran described in subdivision (a) of PCC §2202.5, or as a person described in subdivision (b) of PCC §2202.5, as applicable. Bidders are therefore required to complete Exhibit 6, *Iran Contracting Act of 2010*, and submit it with their Final Bid, and again each time their awarded contract is renewed.

2.3.11 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 at: www.dgs.ca.gov/pd/Programs/OSDS.aspx

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 10, *Bidding Preferences and Incentives*.

Bidders claiming the Small Business preference must also complete and submit as part of the Final Bid response, Exhibit 12, *GSPD-05-105 Bidder Declarations*, also available at: www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf

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.

2.3.12 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 (1.00%) 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 (1.00%) 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 12, *GSPD-05-105 Bidder Declarations*, also available at www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf, and Exhibit 11, *STD 843 Disabled Veteran Business Enterprise Declaration*, also available at www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf.

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.

2.3.13 Commercially Useful Function (M)

All Contractors, Subcontractors and 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, DVBE Incentive) must perform a Commercially Useful Function 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:

- Is responsible for the execution of a distinct element of the work of the Contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business, services and function.
- 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.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A 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.

2.3.14 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 13, *STD 830 Target Area Contract Preference Act - Preference Request for Goods and Services*, and submit it with the Final Bid. STD 830 is also available at www.documents.dgs.ca.gov/osp/pdf/std830.pdf. Additional instructions are provided on the form.

2.3.15 Enterprise Zone Act Preference

Government Code section 7080, et. seq., provides that California based companies may be granted preferences when submitting Bids on State agreements in excess of \$100,000 for goods and services (excluding construction agreements), if the business site is located within designated "Enterprise Zones" (see STD 831, Enterprise Zone Act Preference (EZA) Request for Goods and Services Solicitation).

The Enterprise Zone Act 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 this preference must submit a fully executed copy of Exhibit 14, *STD 831 EZA Preference Request*, with their Final Bid.

Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. STD 831 is also available at www.documents.dgs.ca.gov/osp/pdf/std831.pdf. Additional instructions are provided on the form.

A Bidder that has claimed an EZA preference, and is awarded the Contract based on such preference(s), will be obligated to perform the Contract in accordance with the Act.

2.3.16 Local Agency Military Base Recovery Act (LAMBRA) Preference

Government Code, section 7105 et. seq., the Local Agency Military Base Recovery Act (LAMBRA) provides at § 7118 a bidding preference of up to a maximum of \$50,000 as applied per the California Code of Regulations, Title 2, section 1896.100 et. seq. The LAMBRA 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 this preference must submit a fully executed copy of Exhibit 15, *STD 832 Local Agency Military Base Recovery Area Act for Goods and Services Solicitations*, with their Final Bid. STD 832 is also available at www.documents.dgs.ca.gov/osp/pdf/std832.pdf. Additional instructions are provided on the form.

2.3.17 Phase 3 Customer Orders (M)

Customers will place orders using STD. Form 20's (see this IFB's Attachment 3). The State will provide User Instructions and assign criteria for ordering against the Phase 2 Category Contracts. In some cases Customers may be required to solicit competitive offers from awarded CALNET Contractors who have qualified for the Subcategory and 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 3 Contract maximum pricing in accordance with Individual Price Reduction (IPR) provisions in the SOW Special Terms and Conditions, Section N, and the Business Requirements, Section A.7.

For clarification purposes, as defined in the General Provisions-Telecommunications Section 14, unless otherwise stated, the following Order of Precedence shall apply.

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) The PMAC *STD 213 Standard Agreement*, and any amendments thereto.

- b) The PMAC *General Provisions - Telecommunications* and any amendments thereto, (unless otherwise specified in the contract whereas replacing paragraphs via the contract shall take precedence over the replaced PMAC General Provision paragraphs).
- c) The *STD 213 Standard Agreement*, and any amendments thereto, issued as a result of IFB 12-001-A.
- d) IFB 12-001-A's Statement of Work (SOW) including, in the following order of precedence:
 - i. Appendix C, *Special Terms and Conditions – Telecommunications*.
 - ii. The specifications and requirements contained in the solicitation documentation (i.e., IFB STPD 12-001-A and its Statement of Work (SOW) including Business and Technical Requirements, Appendix A, *Glossary*, and Appendix B, *Data Dictionary*).
 - iii. The State approved Catalog A and any amendments thereto, as identified in IFB Section 5.4.1, *Catalog A – Final List of Awarded Items with Bid Costs*.
 - iv. 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 Contractor.)
- e) All other documents incorporated in the Contract by reference.
- f) All regulatory filings made pursuant to the terms and conditions of this Contract.
- g) *Authorization to Order (ATO)* form for services to local government jurisdictions.
- h) The Scope of Work as may be issued by authorized Customers, including in the following order of precedence:
 - i. The specifications and requirements contained in the solicitation documentation.
 - ii. The Contractor's response to meet or exceed the specifications and requirements in the solicitation as stated in their offer. (The parties acknowledge and agree that silence in the offer with respect to a particular solicitation specification or requirement equals consent by Contractor.)
- i) The service order form, *STD 20 Telecommunications Service Request*, and related ordering documents such as STD 65 and Work Authorizations.

2.3.18 Phase 3 Performance Bond Notice (M)

Phase 3 solicitations may require a performance bond for special construction or project values over \$500,000. If required, the solicitation will identify the specific amount or percentage values of the required bond. In such cases, Contractors will be required to submit a performance bond or letter of bondability with their response to the solicitation.

2.3.19 Phase 3 Public Works Requirements (M)

For all instances where 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.

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, available at:

www.dir.ca.gov/oprl/DPreWageDetermination.htm. The Department of Industrial Relations, Prevailing Wage Unit may be contacted at www.dir.ca.gov or (415) 703-4774.

- 2) 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.
- 3) 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.
- 4) 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.

5) Laws To Be Observed

a) 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.

b) 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.

c) 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.

d) 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.

2.3.20 Equipment (M)

All equipment offered must be new and the latest model in current production. USED, SHOPWORN, REFURBISHED, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

2.3.21 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 3 Contracts for purchases that are supported by the Federal Universal Service Fund, successful CALNET 3 Contractors shall be responsible for

all federally required forms when utilizing the CALNET 3 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*.

2.3.22 Amendment (M)

Any Contract executed as a result of this IFB, may be amended, consistent with the terms and conditions of the PMAC and by mutual consent of both parties (with the exception of exercised Term options), subject to approval by the Statewide Technology Procurement Division under Public Contract Code 12100.

2.3.23 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 (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.

2.4 BIDDING RULES

2.4.1 Rules Governing Competitive Bidding

This IFB, the evaluation of responses, and the award of any resultant Contracts shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California.

2.4.2 Identification and Classification of IFB 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 IFB indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State.

A deviation from a requirement is material if the deficient response is not in substantial accord with the IFB requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid,¹⁰ amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

¹⁰ The word "bid" as used throughout is intended to mean "proposed," "propose" or "proposal" as appropriate.

The words “should” or “may” in the IFB indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from or omission of such a desirable feature, even if material, will not in itself cause rejection of the bid.

2.4.3 Irrevocable Offer

A Bidder's Final Bid is an irrevocable offer for 120 days following the scheduled date for Contract award specified in Section 2.2, *Key Action Dates*. A Bidder may extend the offer in the event of a delay of Contract award.

2.4.4 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 2.1.1, *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 2.4.7, *Addenda*, below. Such clarifications shall be given by written notice to all parties who have identified themselves as Bidders to the Procurement Official identified in Section 2.1.1, *Procurement Official*, 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.

2.4.5 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.

2.4.6 Protests of Bid Requirements

Prior to the “Last Day to Protest IFB Requirements” indicated in Section 2.2, *Key Action Dates*, a Bidder may formally protest a requirement of the IFB. Before a protest of IFB requirements is submitted, the Bidder is expected to make full and timely use of the question and answer process and other procedures as they may be offered in this IFB including submission of requests to change the IFB's requirements as indicated in the Key Action Dates. Protests of an IFB requirement must contain a statement of the reason(s) for protest; citing the law, rule,

regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim. All protests of IFB requirements will be heard and resolved by the Deputy Director of the California Department of Technology, Statewide Technology Procurement Division, whose decision will be final. The protest must be submitted in writing on company letterhead with an accompanying electronic file copy on CD, mailed or hand delivered to:

<u>Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.)</u>	<u>United States Postal Service (USPS)</u>
California Department of Technology Statewide Technology Procurement Division Attn: Russ Guarna, Deputy Director 10860 Gold Center Drive, Suite 200 - Security Desk Rancho Cordova, CA 95670	California Department of Technology Statewide Technology Procurement Division Attn: Russ Guarna, Deputy Director Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741

Certified or registered mail should be used unless delivered in person or by courier, in which case the Bidder should obtain a delivery receipt.

2.4.7 Addenda

The State may modify the IFB 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.

If any vendor determines that an addendum unnecessarily restricts its ability to bid, the vendor is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Section 2.4.6, *Protests of Bid Requirements*.

2.4.8 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 life of the awarded PMAC or Phase 2 Solicitation award.

The State must be assured that the Contractor continues to have the financial resources to sustain their operations during potentially long system development and implementation phases including the time required for the Customer to pay the Contractor after project acceptance.

2.4.9 Joint Bids

Joint Bids are not applicable.

2.4.10 Confidentiality

Final bids are public upon opening; however, the contents of all proposals, draft bids, 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 notification of award. 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.

2.4.11 Bidder's Cost

Costs for developing proposals and bids are the responsibility entirely of the Bidder and shall not be chargeable to the State.

2.4.12 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.

2.4.13 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 2.2, *Key Action Dates*, by submitting a written notification of withdrawal signed by the Bidder's authorized person that signed the cover letter per Section 3.4.2.1, *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 4.1.3, *Errors in the Final Bid*.

2.4.14 Rejection of Bids

The State may reject any or all Bids and may waive any immaterial deviation or defect in a Bid. The State's waiver of any immaterial 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.

3. BID FORMAT AND SUBMISSION REQUIREMENTS

The Final Bid is a mandatory step for all Bidders; all other steps are optional except as may be otherwise stated. However, all Bidders are strongly encouraged to follow the scheduled steps of this procurement to the extent that they are offered in order to increase the chance of submitting a compliant Final Bid. Cost information provided in any submission other than the Final Bid may disqualify the Bidder and preclude the Bidder from continuing in the procurement process.

3.1 SUBMISSION REQUIREMENTS

3.1.1 Date, Time and Address of Submittals

Mail or deliver bids to the Procurement Official listed in Section 2.1.1, *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 2.2, *Key Action Dates*. A Final Bid not received by the date and time specified in Section 2.2, *Key Action Dates*, or not sealed, may be rejected.

Bids should be submitted as follows:

Hand Delivered Bids, Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
California Department of Technology Statewide Technology Procurement Division Attn: Robin E. Filpula 10860 Gold Center Drive Suite 200 - Security Desk Rancho Cordova, CA 95670	California Department of Technology Statewide Technology Procurement Division Attn: Robin E. Filpula Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741

3.1.2 Packaging and Labeling

Bidders may provide all of their bid documents for all Subcategories being submitted at the same time within the same package (box or boxes). The overall package shall be sealed and labeled as follows:

- a. The Bidder's name and address
- b. The IFB number " IFB STPD 12-001-A"
- c. Identification of the submittal as either "Draft Bid" or "Final Bid" or "BAFO"
- d. Box "# of #", if more than one (1) box is required for the entire submission.

Each binder and CD must be plainly marked with:

- a. The Bidder's name
- b. The IFB number "IFB STPD 12-001-A"
- c. Identification of the submittal as either "Draft Bid" or "Final Bid" or "BAFO" and the due date of the submission.
- d. The number and name of the Subcategory, e.g., "Subcategory 1.1, Dedicated Transport"¹¹
- e. The Volume number and title as appropriate for the type of submittal as listed below:
 - 1) Draft Bids shall contain up to two volumes as described in Section 3.2.
 - 2) Final Bids and BAFOs shall contain up to three volumes as described in Section 3.4.

Draft Bids should not contain any cost information, including references to percentage discounts.

For the Final Bids, each Subcategory's Volume 3, Cost Information, (both binder and CDs) 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 Subcategory. Each separately sealed Volume 3 Binder and CDs within it, must all be clearly marked with:

- a. The Bidder's name
- b. The IFB number, as "IFB STPD 12-001-A"
- c. The Subcategory Bid, e.g., "Subcategory 1.1, Dedicated Transport"
- d. "Volume 3, Cost Information"

¹¹ See IFB Section 1.1, *Purpose of this Invitation for Bid*.

If the Cost Information is not submitted in its own separately sealed package (or envelope), the bid may be rejected.

3.1.3 Formatting

Proposals and Bids must be submitted in printed format (hard copy), and also in electronic file format (soft copy) on a CD as follows:

- 1) All hard copy must be on standard 8.5" x 11" paper, except for charts, diagrams, and similar materials, which may be foldouts. If foldouts are used, the folded size must fit within the 8.5" x 11" format. Hard copy of large size drawings shall not be larger than Standard E-size format.
- 2) Soft copies of the Bids must be in searchable Microsoft Word 2010 and Excel 2010 as appropriate, or compatible, except 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.
- 3) Each Volume submitted shall be provided in the following number of copies:
 - a. One (1) Master hard copy (printed)
 - b. Two (2) soft copies (CDs)
- 4) All hard copy submittals should use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material. Similarly, soft copies should be organized into appropriate files and folders designed for easy access.

Bidders should not include cost figures in any Volume 1 or Volume 2 of the Final Bid, or in any prior submittal (Draft Bids or other correspondence).

Inclusion of cost figures in Volumes 1 or 2 of the Final Bid or in any prior submittal may be considered a material deviation and result in rejection of the Bid.

As stated in Section 2.4.10, *Confidentiality*, Bidders should be aware that marking the Final Bid "confidential" or "proprietary" may exclude it from consideration for award.

3.2 DRAFT BIDS

The Draft Bid should be complete in every respect as required by Section 3.4, Final Bids, except cost. **The inclusion of cost information in the Draft Bid may be a basis for rejecting the Bid and notifying the Bidder that further participation in the procurement is prohibited.**

Bidders are strongly cautioned that each Draft Bid should contain the Bidder's complete SOW Catalog A as described in Section 3.4.2.7, *SOW Catalog A (without costs)*. The State expects to confirm Catalog A descriptions with the Bidder following the State's review of the Bidder's Draft Bid. If the State is not able to confirm these descriptions, a Bidder may incur a higher risk that the Bidder's Catalog A in its Best and Final Offer may be found to be non-compliant and possibly result in bid-rejection.

3.3 CONFIDENTIAL DISCUSSIONS

If after review of Draft Bids, the State determines it is necessary or beneficial for the State to schedule Confidential Discussions, Section 2.2, *Key Action Dates*¹² will be modified and Bidders notified in writing of the content for the discussion as well as the date and time.

If Confidential Discussions are allowed, the Bidder should bring to the discussion those persons who may be required in order to answer questions and to commit to changes. Bidder participation will be limited to five (5) individuals. To the maximum extent practical, the Bidder will address the major concerns of the evaluation team as may be expressed in the discussion agenda and any attachments thereto, and should be prepared to answer questions and discuss each of the agenda items, including a detailed review of the SOW Catalog A (without costs) as described in Section 3.4.2.7. This detailed review may include product/feature descriptions, limitations, and other elements of the Catalog. It will be the intent of the State to confirm with the Bidder the final Catalog A language that will be acceptable to the State in the Bidder's Final Bid.

The primary purpose of Confidential Discussions is to allow the State and Bidder to frankly discuss the State's requirements and the Bidder's response to those requirements with the goal being a responsive and responsible Final Bid submitted by the Bidder.

3.4 FINAL BIDS

Final Bids not received by the date and time indicated in Section 2.2, *Key Action Dates*, shall not be evaluated. Delivery requirements shall be as defined in Section 3.1, *Submission Requirements*.

Bidders are cautioned to not rely on the State's review of the Draft Bids to discover and report to the Bidder all defects and errors in the submitted documents. The Bidder's Final Bid must be a complete submission rather than simply the changes made by the Bidder to its Draft Bid. Before submitting its Final Bid, the Bidder should carefully proof it for errors and adherence to all IFB requirements.

3.4.1 Organization of Submission

The Bidder's response shall be in the order indicated below.

Instructions for individual items are in Section 3.4.2, *Specific Instructions for Final Bid Items*.

The Bidder should not include cost figures in any Volume 1 or Volume 2 of the Bid. Inclusion of cost figures in these Volumes may be considered a material deviation and result in rejection of the Bid.

¹² Confidential Discussions may also be requested by the State in response to questions from the State requiring clarification pursuant to Sections 3.4.2.4 paragraph 2, Item 3, Section 4.1.1, *Evaluation Questions*, and Section 4.4, *Negotiation Process*.

Volume 1 – Response to Common Requirements

Volume 1 contains one (1) of each item listed below (except four (4) copies of Exhibit 7), all within one binder.

1. Cover Letter
2. Required IFB Exhibits applicable to all subcategories, in the following order:
 - a. Exhibit 2: Confidentiality Statement (if not previously provided)
 - b. Exhibit 3: Response to Administrative Requirements (IFB Section 2.3)
 - c. Exhibit 4: Workers' Compensation Certificate
 - d. Exhibit 5: Darfur Contracting Act of 2008
 - e. Exhibit 6: Iran Contracting Act of 2010
 - f. Exhibit 7: STD 213, Standard Agreement – Telecommunications (four (4) original signed copies)
3. Statement of Work (SOW) Submittals common to all Subcategories:
 - a. Complete response to SOW Business Requirements
 - b. SOW Appendix A – Glossary
 - c. SOW Appendix B – Data Dictionary
 - d. SOW Appendix C – Special Terms and Conditions

Volume 2 – Response to Unique Subcategory Requirements

Volume 2 should contain all information that is unique to each Subcategory being bid, with each Subcategory separated into its own binder (or binders). Each Subcategory binder should contain the following items:

1. Required IFB Exhibits unique to each subcategory, in the following order:
 - a. Exhibit 8: Contractor's License Information
 - b. Exhibit 9: Service Taxes, Fees, Surcharges and Surcredits
2. Preference/Incentive Exhibits, (required only as indicated):
 - a. Exhibit 10: Bidding Preferences and Incentives
 - b. Exhibit 11: STD 843, DVBE Declarations (required if claiming a DVBE incentive per Section 2.3.12.)

- c. Exhibit 12: GSPD 05-105, Bidder Declaration (required if claiming a SB preference using Subcontractors, if claiming a DVBE incentive, or if Subcontractors will receive 15% or more revenue per Section 2.3.5.)
 - d. Exhibit 13: STD 830, TACPA Preference Request (required if claiming TACPA preference per Section 2.3.14.)
 - e. Exhibit 14: STD 831, EZA Preference (required if claiming EZA preference per Section 2.3.15.)
 - f. Exhibit 15: STD 832, LAMBRA Preference Request (required if claiming LAMBRA preference per Section 2.3.16.)
3. Statement of Work (SOW) Submittals unique to each Subcategory:
- a. Complete response to SOW Technical Requirements
 - b. SOW Catalog A (without costs)

Volume 3 – Cost Information

A separate volume 3 binder (or envelope) should be submitted for each Subcategory being bid. Each submitted Volume 3 binder should be separately sealed and labeled, and should contain:

1. Cost Worksheets
2. Cost Supporting Literature (only required if offering Unsolicited priced items)
3. Catalog A with Costs per Section 4.4.2 (only required in the Best and Final Offer submission)

This volume must be in a separately sealed, marked envelope or package containing all completed Cost Worksheets and any other document with cost data identified as required in Section 3.4.2.9, *Cost Information*, e.g., published catalog pricing of Unsolicited items.

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 Subcategories 1.1, 1.2, and 1.3, its submission will consist of:

- *One (1) binder (with two (2) CDs) of Volume 1.*
- *One (1) binder (with two (2) CDs) of Volume 2 for Subcategory 1.1.*
- *One (1) binder (with two (2) CDs) of Volume 2 for Subcategory 1.2.*

- One (1) binder (with two (2) CDs) of Volume 2 for Subcategory 1.3.
- One (1) binder (with two (2) CDs) of Volume 3 for Subcategory 1.1.
- One (1) binder (with two (2) CDs) of Volume 3 for Subcategory 1.2.
- One (1) binder (with two (2) CDs) of Volume 3 for Subcategory 1.3.

Each Volume 3 binder (with its CDs) should be separately sealed and labeled.

3.4.2 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.

3.4.2.1 Cover letter

The cover letter (which shall be considered an integral part of the Final Bid) shall:

- Be on company letterhead.
- Include the legal name of the Bidding organization.
- Include the address of the Bidder's organization.
- Identify the CALNET 3 Subcategories the Bidding firm is responding to.
- Be signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned Final Bid may be rejected.
- Include the email and phone number of the person signing the letter.
- Include the date signed.

3.4.2.2 Required Exhibits

Required exhibits (see Section 3.4.3, *Bid Submission Checklist*) must be completed, signed as required, and submitted with the Final Bid. Instructions are provided with each exhibit. Most of the exhibits require an original signature. In addition to the information contained or referenced in an exhibit's associated Administrative Requirement section, additional instructions, as warranted, are provided below:

- Exhibit 7, *STD 213, Standard Agreement - Telecommunications*: Bidders are to submit four originally signed printed STD 213 Standard Agreement - *Telecommunications* forms and include all four within their Volume 1 hard copy submittal. The STD 213, *Standard Agreement - Telecommunications* must be signed by a party authorized to bind the firm contractually. Only one scanned

copy of the signed STD 213 - *Telecommunications* needs to be included in each CD of Volume 1.

The Bidder shall only complete the "CONTRACTOR'S NAME" in block 1, and all of the information required for the "CONTRACTOR" block in the lower part of the form.

3.4.2.3 Preference/Incentive Exhibits

Preference/Incentive Exhibits (see Section 3.4.3, *Bid Submission Checklist*) are only required to the extent that the Bidder is applying for any of the preference and incentive programs or is proposing to use Subcontractors.

- Exhibit 11, *STD 843 DVBE Declarations*: When completing this form, Bidders must write in the Subcategory beneath the "Solicitation/Contract Number".
- Exhibit 12, *GSPD 05-105 Bidder Declaration*: When completing this form, Bidders must write in the Subcategory beneath the "Solicitation Number".
- Exhibit 13, *STD 830 TACPA Preference Request*: When completing this form, Bidders must write in the Subcategory above the "Solicitation Number".
- Exhibit 14, *STD 831 EZA Preference Request*: When completing this form, Bidders must write in the Subcategory above the "Solicitation Number".
- Exhibit 15, *STD 832 LAMBRA Preference Request*: When completing this form, Bidders must write in the Subcategory above the "Solicitation Number".

3.4.2.4 Special Terms and Conditions

The Bidder shall submit SOW Appendix C, *Special Terms and Conditions*. Deviations from the State approved Special Terms and Conditions may be grounds for rejection of the Bid.

It is imperative that Bidders follow these instructions carefully in order to be fully responsive. The Special Terms and Conditions must be fixed and approved prior to the submission of the Bidder's Final Bid. The following instructions describe how the State will review any requests for changes to the Special Terms and Conditions. Any requested changes that might be approved by the State are expected to be minor in nature and only serve to clarify rather than alter the intent of the provision.

1. Bidders must submit a Letter of Intent to Bid by the date indicated in Section 2.2, *Key Action Dates*. Bidders must request changes to the Special Terms and Conditions by the date specified in Section 2.2, *Key Action Dates*, as "Last Day to Submit Requests for Changes to the Special Terms and Conditions".
2. To request changes, Bidders must submit a cover letter and annotated copy of the Special Terms and Conditions to the State Official identified in Section 2.1.1,

Procurement Official. The cover letter requesting changes must identify the specific provision requested to be changed by section number and topic, and the rationale for the change. To create the annotated copy, submit a copy of State's SOW Appendix C, *Special Terms and Conditions - Telecommunications*, and show all changes using Tracked Changes. The Bidder's request may be submitted via email to the Procurement Official, should be specific to the Special Terms and Conditions, and should not be included within general bid questions.

3. The State will examine all requested changes to determine the acceptability of the proposed changes. If the State determines that a requested change is not acceptable, the Bidder requesting the change will be notified confidentially as to which portions, if any, of the language submitted are not acceptable. The State may request clarifying information and/or meetings between the Bidder and the State to assist the State in its review.
4. If the State determines that any requested change is in the best interest of the State, all Bidders will be notified of the change via IFB addendum without revealing the identity of the Bidder that requested the change. If a requested change is permitted but not required, the State will also so notify all Bidders without revealing the identity of the Bidder that requested the change.
5. Bidders are to submit their final Special Terms and Conditions, including those changes that the State has accepted, with their Final Bid. The final Special Terms and Conditions submitted must be in the form prescribed, and must contain all proposed terms and conditions.
6. It is essential that the Bidder's proposed Special Terms and Conditions be acceptable to the State prior to the Final Bid submission date. Such acceptance does not relieve the Bidder of providing other required information. If the proposed Special Terms and Conditions contain unapproved language, the potential for Bid rejection is substantially increased.

All proposed changes and insertions must be approved by the California Department of Technology, Statewide Technology Procurement Division. As determined by the State, terms and conditions which do not comply in substance with all the material requirements of the IFB, which are contrary to the best interests of the State, or which are in opposition to State policy will not be accepted.

3.4.2.5 SOW Mandatory Business and Technical Requirements

A. 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 essentially states:

"Bidder understands the requirement and shall meet it or exceed it? Yes_____ No_____"

Bidders shall check 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 may be considered a Material Deviation and disqualify the Bidder from possible Contract award. 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 Subcategory they are bidding. Failure to respond to a requirement may be cause for rejection of the bidder’s Final Bid.

If the requirement includes a response block which includes a line titled “**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, and the Bid may be rejected for non-compliance.

When providing a description, it should be provided in the space immediately following the title “**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 the IFB for SOW Business and Technical Requirements within the “Description” area, and to limit the information to only that which is specific to the requirement. Expansive descriptions or supplemental literature may contain statements that contradict the SOW’s specific requirements, thereby potentially creating a material deviation. References to online links (URLs) shall not be provided except where specifically requested.

B. RESPONSE TO MANDATORY TABLES

Many mandatory requirements also contain tables of mandatory products or items that Bidders must respond to. An example is depicted below.

Figure 1: Example of a mandatory requirement table

Table 1.4.2.2.2.a, Long Distance Network Access Transport

	Feature Name	Feature Description	Bidder Meets or Exceeds?		Bidder's Product Identifier
			Y	N	
1	Dedicated Access Transport DS1	Dedicated Transport at DS1 speed or equivalent up to 1.544 Mbps or 24 channels, each at 64 Mbps			
Bidder's Product Description:					
2	Dedicated Access Transport DS3	Dedicated Transport at DS3 speed or equivalent up to 45Mbps on a single circuit or split the circuit into 28 DS1 channels or 672 DS0 channels.			
Bidder's Product Description:					

For each mandatory table item Bidders must respond to the question, "Bidder Meets or Exceed? Y N" (or to variants such as "Bidder Agrees? Y N") by checking either the "Y" (Yes) column's box to indicate that the Bidder will meet or exceed the requirement (or agrees to meet the requirement); or by checking the "N" (No) column's box 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 the "Y" nor the "N" box is checked, the response will be evaluated as if the Bidder had checked "N" (the Bidder did not commit to meet the requirement).

For each mandatory table that includes a field for the Bidder's Product Identifier (as in the example in Figure 1), the Bidder must enter the Bidder's unique product identifier for each mandatory item, unless otherwise specified in an individual requirement. This product identifier must match the product identifier entered into the Bidder's associated Cost Worksheet and Catalog A for the mandatory item. Refer to the SOW Business Requirements Section A.5.1, *Billing and Invoicing Requirements*, for additional requirements regarding the unique product identifier.

For each mandatory table that includes a field for the Bidder's Product Description (as in the example in Figure 1), the Bidder may enter descriptive text in the field titled, "Bidder's Product Description:". If the item's Product Description field contains instructions indicating the Bidder shall or must provide a description or other information, the Bidder must provide a description or information.

C. ADDITIONAL RESPONSE GUIDELINES

If, in the sole opinion of the State, a 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 cause the Bid to be rejected for non-compliance.

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.

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.

3.4.2.6 Unsolicited Offerings

SOW Technical Requirements will include a short table that will allow the Bidder to offer additional items that are not specified in the requirement.

Unsolicited items are optional, but if offered by the Bidder must be relevant to and within the scope of the Technical requirement of the applicable Subcategory to which the Bidder is responding to. Unsolicited offerings may provide additional features or functionalities, but may not replace or negate the State's requirement or offer completely alternative solutions. Standalone equipment shall not be allowed as Unsolicited Offerings. 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.

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 business or technical requirements.

The following example of an Unsolicited offering table is provided below.

Figure 2: Example of an Unsolicited offering table

Table 1.12.3.3.b Unsolicited Carrier DS1 Features

	Feature Name	Feature Description	Bidder's Product Identifier
1			
	Bidder's Product Description:		
2			
	Bidder's Product Description:		

For each Unsolicited item, the Bidder shall enter descriptive text in the fields provided.

1. "Feature Name" shall provide the Bidder's name of the feature.

2. "Feature Description" shall provide general or specific information.
3. "Bidder's Product Identifier" shall provide the Bidder's unique product identifier. This product identifier shall match the product identifier entered into the Bidder's associated Cost Worksheet and Catalog A. Refer to the SOW Business Requirements Section A.5.1, *Billing and Invoicing Requirements*, for additional requirements regarding the unique product identifier.
4. "Bidder's Product Description:" shall provide additional information used to differentiate the service or product from other items.

Using the MS Word version of the SOW, the "Bidder's Product Description:" block may be expanded as necessary to accommodate content, and Bidders may expand this table by duplicating rows in order to offer multiple Unsolicited items or features, and continuing the item numbering.

Where the SOW does not offer the Bidder the opportunity to offer Unsolicited items, the Bidder shall not offer them.

3.4.2.7 SOW Catalog A (without costs)

Bidders shall submit a unique catalog that describes all Mandatory and offered Unsolicited SOW Technical Requirements.¹³ This catalog shall include the following information taken from the Bidder's SOW and the cost worksheets, formatted as illustrated below in a MS Word file.

- SOW Section or Table number
- SOW Section or Table heading
- SOW Section line item number
- SOW Feature Name
- SOW Product Identifier
- SOW Feature Description
- Cost Worksheet One-Time Cost
- Cost Worksheet Monthly Recurring Cost
- Cost Worksheet Unit of measure
- Cost Worksheet Change Cost

¹³ This Catalog A is not the published catalog(s) referred to in Section 3.4.2.9, *Cost Information*, subsection E, *UNSOLICITED ITEMS*.

Figure 3: Example of SOW Catalog A format

1.1.2.3.3 Carrier DS1 Service and Features

Contractor's summary description of service:								
Geographic availability:								
Service limitations and restrictions:								
Change Charge applicability:								
A	B	C	D	E	F	G	H	I
Line item #	Feature Name	Contractor's Product Identifier	Feature Description	Feature Restrictions, Limitations and Additional Information	Non-Recurring charge per item	Monthly Recurring charge/item per unit	Unit of measure	Cost per change per item
1	IntraLATA DS1 Service		IntraLATA carrier DS1 Service. Channel Termination (one end point)				Channel Term	
2	InterLATA DS1 Service		InterLATA carrier DS1 Service. Channel Termination (one end point)				Channel Term	
3	Interstate DS1 Service		Interstate carrier DS1 Service. Channel Termination (one end point)				Channel Term	
	(Unsolicited item)							
	(Unsolicited item)							
	(Unsolicited item)							

Instructions for the SOW Catalog A table are provided below. If the State has determined the Bidder is qualified to participate in the negotiation process as described in Section 4.3, and the Bidder's submission of Catalog A contains language that requires clarification, the State shall notify the Bidder in writing and such language will be reconciled prior to Contract award and execution. Bidders are cautioned that providing any language that conflicts with the requirements may be considered a material deviation.

- 1) Bidders are to only fill in the unshaded cells when Catalog A is submitted with the Draft and Final Bid. Do not fill in any cost information.¹⁴
- 2) Contractor's summary description of service: Provide a detailed overall summary of the services/features and identify service/feature dependencies or configuration requirements including any special ordering requirements.
- 3) Geographic Availability: Describe where the service is geographically available. The "Geographic availability" provided for this field must match the Bidder's response to the SOW's technical requirements for the service.

¹⁴ Bidders will fill in the cost portions and submit with their BAFO Supplemental per Section 4.4.2, *SOW Catalog A – Final List of Awarded Items with Bid Costs*.

- 4) Service limitations and restrictions: Describe limitations and restrictions common to all service features. If the Bidder has no service limitations or restrictions, the Bidder shall indicate such by entering “none”. Bidders are cautioned that any of the following limitations or restrictions provided by the Bidder are unacceptable and may be considered a material deviation:
 - a. Minimum monthly usage charges (see Section 67 of the RFQP General Provisions, *Charges*);
 - b. Requirements for a minimum order quantity greater than one (1) for any service;
 - c. Requirements that limit Customers’ ability have any service or feature terminated within 30 days of customer notice;
 - d. Requirements for Customers to commit to more than one (1) month’s service; or,
 - e. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.
- 5) Change Charge Applicability: Describe the change in terms of what defines the occurrence of the change, i.e., what activity represents the change and when the change is applicable. If no charges are applicable, state “No change charges apply”. This description must conform to the requirements of Section 3.4.2.9, *Cost Information*, subsection D, *Cost Worksheet Elements*, “*Change Costs*” paragraph. Do not include any costs or pricing in this description.
- 6) In column C, Contractor’s Product Identifier: The unique identifier per service item or feature must exactly match that of the Bidder’s SOW Technical Requirements table and the Bidder’s SOW Cost Worksheet table.
- 7) Column D, Feature Description: For mandatory items, the description is provided by the State. For Unsolicited items, the description is to be provided by the Bidder.
- 8) Column E: Identify all restrictions, limitations and other information that is uniquely associated with the offered item or feature (i.e., not common to all features), including specific dependencies and configuration requirements. Bidders are cautioned that any of the following limitations or restrictions provided by the Bidder are unacceptable and may be considered a material deviation:
 - a. Minimum monthly usage charges (see Section 67 of the RFQP General Provisions, *Charges*);
 - b. Requirements for a minimum order quantity for any service or feature;

- c. Requirements that limit Customers' ability to terminate a service or feature provided by the Contractor upon 30 days' notice;
 - d. Requirements for Customers to commit to more than one (1) month's service; or,
 - e. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.
- 9) Unsolicited items: The Line Item #, Feature Name, Product Identifier and Unit of Measure must exactly match those of the Bidder's SOW Technical Requirements unsolicited table and the Bidder's SOW Cost Worksheet unsolicited table.

Bidders are cautioned that any information provided by the Bidder in response to a mandatory item in Catalog A that conflicts with the IFB's associated SOW mandatory requirement(s), the Catalog A submitted information may be determined by the State to be a material deviation, and may cause the bid to be rejected.

3.4.2.8 SOW Supporting Literature

Bidders shall not provide supplemental or supporting product literature within their submitted Volumes 1 and 2. Bidders are to use the "description" block provided for their response. Refer to Sections 3.4.2.5, *SOW Mandatory Business and Technical Requirements*.

3.4.2.9 Cost Information

All cost and pricing information should be contained within the Bidder's separately sealed Volume 3. In providing its cost information for mandatory SOW items, the Bidder must use the Cost Worksheets provided in the Statement of Work (SOW) of this IFB. Instructions for these worksheets are as follows:

A. SERVICE COSTS

The Bidder shall list all costs to the State to provide the services and features ordered through its CALNET 3 Contracts awarded as a result of this IFB. The Bidder shall identify in its submitted SOW Cost Worksheets all costs associated with the Subcategory being bid. Only the items listed by the State in the Cost Worksheets or provided as Unsolicited Items by the Bidder shall be priced. All other business and technical requirements shall be provided at no cost. Costs will include all Non-Recurring, Monthly Recurring, usage, contract volume discounts, term pricing options, and Change Charges as applicable. Term pricing options will be limited to specifically designated services approved by the State. Unless specifically stated otherwise by the State, any proposal for listed pricing is to include all elements necessary to configure an instance of working service (planning, application design, engineering, testing, wiring, termination, installation, and training). Service elements without associated pricing will be considered no charge items. Therefore, the Bidder

should review all Cost Worksheets carefully prior to Final Bid submission. Costs proposed for a Subcategory may not be conditioned or affected by award of any other Subcategory. All service costs (including costs for Unsolicited items) listed in the Final Bid Cost Worksheets shall be the maximum costs allowable, and shall not increase during the term of the Contract including extensions.

B. SERVICE TAXES, FEES AND SURCHARGES

Applicable taxes, fees, surcharges, and surcredits shall not be a component of the pricing proposed in the cost worksheets. Refer to Special Terms and Conditions Section T and IFB Section 2.3.8 *Service Taxes, Fees, Surcharges and Surcredits*, and SOW Section A..5.8 for applicable requirements concerning taxes, fees, and surcharges.

C. COST WORKSHEETS

Bidders shall fill out the SOW, Cost Worksheets, for all Subcategory costs bid. Note that these Exhibits are provided as multiple sheet Microsoft Excel spreadsheet files. Bidders shall submit their cost Exhibits per the instructions in IFB Section 3.1, *Submission Requirements*, (with dollar amounts only contained in the Final Bid, and then within separately sealed envelopes). The submitted costs contained within these tables will be used for evaluation purposes per IFB Section 4.2.5, *Evaluation of Costs*, and will also be used to establish the maximum contracted costs and rates of the final awarded Contracts. Note that the quantity and extended cost values provided within the Cost Worksheets are for cost evaluation purposes only. The State's listing of quantities in these cost tables should not be interpreted by the Bidder to mean that the State expects the Bidder to receive orders for these quantities. The State makes no warranty and provides no guarantee of any quantities of actual orders. Bidders should not assume that these quantities, either as precise numbers or as general estimates, should be expected to reflect actual orders or conditions of service. Bidders are referred to IFB Attachments 5 and 6 for approximate CALNET 2 quantities, which may or may not be included within this IFB, and which may or may not be ordered by CALNET 3 Customers. CALNET 3 orders will potentially be placed with multiple CALNET 3 Contractors.

The definitions of the services of each Subcategory that require costing are provided in the individual referenced SOW Technical Requirements. Further instructions and definitions pertinent to the costing of services are contained in the subsections below. Additional cost instructions applicable to the specific services are provided within the individual cost Worksheets as necessary. Bidders are cautioned that they are not to add language to the Cost Worksheets, nor are they allowed to add cost elements, except where specifically stated in the Cost Worksheets, for example in the "Unsolicited" cost tables. When copying and pasting data from other sources to the Cost Worksheets, Bidder's should note that the paste function will work properly by using the right clipboard icon (Match Destination Formatting) under the "Paste" icon on the "Home" banner in Excel.

If a service feature or element identified in the SOW Business and Technical Requirements is not specifically identified within its associated SOW Cost Worksheets, it shall be provided by the Bidder at no additional charge when the item is ordered by the Customer. Bidders shall provide one single, uniform price throughout the Bidder's commercial service area or as defined by the SOW technical requirements for each service.

Thus a Bidder that offers its services commercially to both Los Angeles and Eureka shall offer its equivalent CALNET 3 bid service at the same maximum bid rate for a location in Los Angeles and Eureka regardless of whether or not the service had been previously delivered to a CALNET 2 Customer in Eureka or not.

The State will allow awarded CALNET 3 Contractors to reduce their prices from those Bid for individual Customer orders, per SOW Special Terms and Conditions, Section P, Individual Price Reductions (IPR).

Geographic requirements for data services are specifically defined in the SOW Technical Requirements for each Subcategory.

D. COST WORKSHEET ELEMENTS

The SOW Cost Worksheets elements shall include the following definitions:

Unless a requirement has been designated "ICB" by the State, all unshaded cost elements must be populated with a dollar amount.

Non-Recurring Charge:

Non-Recurring Charges for services or features shall be provided per Product ID 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.

Monthly Recurring Charge/Item per Unit:

Monthly Recurring Charges for services or features shall be provided per Product ID 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.

Charge per Change per Item:

Change Charges shall only apply to modifications of existing services and features. Change Charges shall not apply to disconnects.

Non-Recurring Charges and Change Charges shall not apply for Transition of Customers from CALNET 2 services to CALNET 3 services.

E. 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.

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 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) it must be ordered with.
- 4) Adequate language and safeguards prevent duplicate charging of Unsolicited unbundled services/features already included in the bundled services.

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.

The cost tables of the Bidder's Unsolicited offerings will generally appear as in the following example:

Figure 4: Example of a cost table for Unsolicited offerings

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Cost Table 1.5.2.4, Toll-Free Domestic Services																	
Total for this cost worksheet:										\$4.96	\$3.54	28.6%					
1.5.2.4.b, Unsolicited Toll-Free Domestic Services																	
	Unsolicited Product or Feature Name	Bidder's CALNET Product Identifier	Unit of measure	Non-Recurring Charge - Catalog	Non-Recurring Charge - Offer	Monthly Recurring charge/item per unit - Catalog	Monthly Recurring charge/item per unit - Offer	Charge per change per item - Catalog	Charge per change per item - Offer	Extended price based on 1 install, 12 months Recurring, and 2 changes - Catalog	Extended price based on 1 install, 12 months Recurring, and 2 changes - Offer	Percentage Discount	Bidder's Catalog Product Identifier	Reference document (name of catalog)	Location	Page	Paragraph
1	Toll-free extra service caller ID maximize A	ABC 123	per call	\$2.00	\$1.50	\$0.02	\$0.01	\$0.50	\$0.25	\$3.24	\$2.12	34.6%	CAT 123	Toll-free 2012/13 product catalog	Tab 3, Caller ID Features	40	3
2	Toll-free extra service caller ID maximize B	ABC 124	per call	\$1.00	\$0.80	\$0.01	\$0.01	\$0.30	\$0.25	\$1.72	\$1.42	17.4%	CAT 124	Toll-free 2012/13 product catalog	Tab 3, Caller ID Features	40	4
3																	
4																	
5																	

In the above example, Unsolicited items 1 and 2 have been filled in for illustrative purposes only. The actual 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 per Item, Monthly Recurring Charge per Item, Unit of Measure, and Cost per Change per Item) shall be the same as for the mandatory cost tables.

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. 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. 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 Subcategory, 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 publically 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 Subcategory bid.

3.4.3 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

Final selection for a Contract award will be based on the Bidder being responsive to the IFB and the Bidder's best value score as described in this Section. Only a Bidder's Final Bid (including as revised per Section 4.4, *Negotiation Process*) shall be used for final bid evaluation; Draft Bids shall not be used.

Each Subcategory will be evaluated and awarded separately from every other Subcategory. The distribution of evaluation points for each Subcategory is as follows:

Table 3: Overall evaluation percentages and possible points

Evaluation group	Percentage	Possible Points
Mandatory Requirements	15%	1,500
Mandatory Scorable Requirements (M-S)	5%	500
Cost	75%	7,500
Costs of Unsolicited Offerings	5%	500
Total:	100%	10,000

For each Subcategory, all Bidders' scores will be averaged, subject to the details of Section 4.4.5, *Determination of the Average Baseline*.

For Subcategories 1.1, 1.2, 1.3 and 1.6 each Bidder's total score that is not more than 10% below the average of its Subcategory total scores will be qualified for an award, subject to the details of Section 4.4.6, *Determination of Bidder's Qualification for Award*.

For Subcategories 1.4 and 1.5, each Bidder's total score that is not more than 7.5% below the average of the Subcategory's total scores will be qualified for an award, subject to the details of Section 4.4.6.

The State retains the right, in its sole judgment to declare all Final Bids as Draft Bids in any Subcategory, to not make awards in any Subcategory, and/or to not include any individual Unsolicited item within any awarded Contract.

4.1 EVALUATION PROCEDURES

4.1.1 Evaluation Questions

During the evaluation and selection process, 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 4.1.3, *Errors in the Final Bid* and Section 4.4, *Negotiation Process*. The State's evaluation questions, the Bidder's answers, and related follow-up correspondence, shall be confidential with each Bidder.

4.1.2 Evaluation of Draft Bids

The review of Draft Bids will attempt to detect administrative or clerical errors and inconsistencies which, if contained in the Final Bid, may cause the Final Bid to be rejected. Draft Bids will not be scored. Submission of Draft Bids is optional and failure to submit a Draft Bid will not disqualify a Bidder. Following the State's review of the Draft Bids, Bidders will be notified in writing of any defects found in order to facilitate their correction before the Final Bid submittal. The State may not be in a position during this review to determine if a defect could be material and cause the Final Bid to be rejected. The State makes no warranty that all such errors will be identified during the review of the Draft Bid or that such errors remaining in the Final Bid will not cause the Final Bid to be rejected. If the State finds it necessary, the State may call for revised Draft Bid submittals, or portions thereof.

Inclusion of cost or pricing figures or statements in the Draft Bid may cause the Bidder to be disqualified from the procurement.

4.1.3 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 IFB, and any unusual complexity of the format and content required by the IFB.

- 1) 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.
- 2) The State may at its sole option correct obvious clerical errors.
- 3) The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete Bid submittal, the Master Copy shall have priority over additional copies, the Bid narrative shall have priority over the Contract, the Contract shall have priority over the cost sheets, and within each of these, the lowest level

of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.

- 4) The State may, at its sole option, correct errors of omission, and in the following four situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete Bid submittal.
 - a) If an item is described in the narrative and omitted from the Contract and cost data provided in the Bid for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
 - b) If a minor item is not mentioned at all in the Final Bid and is essential to satisfactory performance, the Bid will be interpreted to mean that the item will be provided at no cost.
 - c) If a major item is not mentioned at all in the Final Bid, the Bid will be interpreted to mean that the Bidder does not intend to supply that item.
 - d) If a major item is omitted, and the omission is not discovered until after Contract award, the Bidder shall be required to supply that item at no cost.

The determination of whether an item is minor or major is the responsibility of the State.

- 5) If a Bidder does not follow the instructions for computing costs not related to the Contract, if any, (e.g., State personnel costs), the State may reject the Bid, or at its sole option, recompute such costs based on instructions contained in the IFB.

If the recomputations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Bidder (if awarded the Contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its Bid.

- 6) It is absolutely essential that Bidders carefully review the cost elements in their Final Bid, since they will not have the option to correct errors after the time for submittal of the Final Bids.
- 7) The State may request clarification of items in the Bidder's response if the meaning is not clear to the State. 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.

In the event an ambiguity or discrepancy between the proposed environment described in Section 1.3, *Current and Proposed Environment*, and the specific technical requirements set forth in the Subcategory Statement of Work, is detected after the opening of Bids, the Subcategory Statement of Work, and the Bidder's response thereto, shall have priority over Section 1.3 and a Bidder's response thereto. Refer to Section 2.4.4, *IFB Documents*, regarding

immediate notification to State contact when ambiguities, discrepancies, omissions, etcetera are discovered.

At the State's sole discretion it may declare all Final Bids of a Subcategory to be Draft Bids in response to material deviations or necessary changes to the State's requirements. 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 the 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 amended by any subsequent addenda. The new Final Bids will be evaluated as required by Section 4.2, *Evaluation of Final Bids*.

4.2 EVALUATION OF FINAL BIDS

4.2.1 Receipt and Validation of Documentation

All Final Bids received by the time and date specified in Section 2.2, *Key Action Dates*, will be opened and evaluated. No Bids will be accepted after the specified time and date.

Final Bids will be checked for the presence of the required documentation in conformance with the requirements. Absence of required documentation may deem the Bid nonresponsive and cause the Bid to be rejected.

4.2.2 Evaluation of Required Information

Final Bids must be complete in all respects as required by Section 3.4, *Final Bids*. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid may be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements as defined in Section 2.4.2, *Identification and Classification of IFB Requirements*. The materiality of any deviations within the content of Catalog A will only be determined during the evaluation of the Best and Final Offer (BAFO) submission described in Section 4.4.3.

The State shall check each Bid in detail to determine its compliance with the IFB requirements. If a Bid fails to meet an IFB requirement, the State will determine if the deviation is material. A material deviation of a requirement in the Final Bid will cause rejection of the entire Bid. The State may reject any or all Bids and may waive any immaterial deviation or defect in a Bid. The State's waiver of any immaterial 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.

The Bidder's response to all of the Administrative Requirements of Section 2.3, the SOW's Business and Technical Requirements, Catalog A, and the Special Terms and Conditions (SOW Appendix C) will be checked for Pass/Fail compliance with the IFB's requirements.

4.2.2.1 Administrative Requirements (Pass/Fail)

The State will review the Bidder's submitted Exhibit 3, *Response to Administrative Requirements*, and other applicable exhibits, to determine whether the Bid contains valid responses to all of the Requirements set forth in Section 2.3, *Administrative Requirements*. A valid response must be provided for all requirements. If a Bid lacks a valid response to any requirement, it may be considered nonresponsive and may be rejected.

4.2.2.2 Business and Technical Requirements (Pass/Fail)

The State will review the Bidder's response to the SOW Business and Technical Requirements to determine whether the Bid contains valid responses to all of the mandatory Business and Technical Requirements. A valid response must be provided for all requirements, **except where noted as not applicable**, e.g., A.2.5.5 for Subcategory 1.6, or A.10.2.2, *Transition-In Plan*. If a Bid lacks a valid response to any requirement, it may be considered nonresponsive and may be rejected.

4.2.2.3 Catalog A (Pass/Fail)

Submittal of a Catalog A will be evaluated as a "Pass" for submission purposes. If the State has determined that the Bidder is qualified to participate in the Negotiation Process as described in Section 4.3, and the content of Catalog A contains language that requires clarification, the State shall notify the Bidder in writing and such language will be reconciled prior to Contract award and execution. The State will review the Bidder's Catalog A for compliance as stated in Section 3.4.2.7, *SOW Catalog A* and the materiality of any deviations within the content of Catalog A will only be determined during the evaluation of the Best and Final Offer (BAFO) submission described in Section 4.4.3.

4.2.2.4 STD 213 and Special Terms and Conditions (Pass/Fail)

The State will review the Bidder's submitted IFB Exhibit 7, STD 213, *Standard Agreement – Telecommunications*, and SOW Appendix C, *Special Terms and Conditions*, to validate that the proper number of fully executed copies of STD 213 *Standard Agreement – Telecommunications* are provided and that each copy has been executed by an authorized representative of the Bidder's firm. The SOW Special Terms and Conditions will be reviewed to ensure that no unacceptable changes or material deviations are present. Failure of a Bidder to submit a final copy of the Special Terms and Conditions shall be deemed by the State to represent the Bidder's acceptance of the SOW Appendix C, *Special Terms and Conditions*, as issued by the State.

4.2.3 Technical Evaluation of Unsolicited Items

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. 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.

Disqualification of Unsolicited offerings, or the failure of a Bidder to offer any Unsolicited items, shall not by itself jeopardize the Bidder's Subcategory bid except to the degree that it affects the Bidder's evaluated Unsolicited cost points per Section 4.2.5.3, *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. Because Unsolicited items have not been specified by the State and are neither required (Mandatory) or desirable (D) in State solicitation terms, 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.

4.2.4 Scoring of Business and Technical Requirements

Those Bidders that have passed the evaluation of all required information of the IFB as described in Section 4.2.2, *Evaluation of Required Information*, will have their responses to the SOW's Business and Technical Requirements scored as described below.

4.2.4.1 Mandatory (pass/fail) Business and Technical Requirements

All Bidders who are found to be in compliance with all Mandatory business and technical requirements of the SOW per Section 4.2.2.2, *Business and Technical Requirements (Pass/Fail)*, shall receive 1,500 earned points. Any Bidder who is not compliant will not receive 1,500 points and will be disqualified from the procurement for that Subcategory.

4.2.4.2 Mandatory Scorable (M-S) 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 shall also have their responses scored for a maximum of 500 earned points.

In the SOW, 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 4: MS Scoring Criteria

Performance Level Selected	Percentage of Possible Score
Premier	100.0%
Standard	85.0%
Basic	50.0%

When a (M-S) item only allows Bidders to commit to either the Standard or the Basic performance levels, then only in those instances the Standard level commitment will be scored at 100.0%, and the Basic level commitment will be scored at 85%, of the potential (M-S) score.

The potential earned points of each Subcategory's (M-S) item are depicted in the following six tables.

Table 5: Maximum MS points for Subcategory 1.1, Dedicated Transport

Subcategory 1.1 – Dedicated Transport		
SOW Section Number and Title	(max points)	Maximum Points
1.1.4.8.1	Availability (110)	
	DS0	24.1
	DS1	41.4
	DS3	31.2
	ISDN PRI	13.3
1.1.4.8.2	Catastrophic Outage 1 (41)	
	DS0	9.0
	DS1	15.4
	DS3	11.6
	ISDN PRI	5.0
1.1.4.8.3	Catastrophic Outage 2 (30)	
	DS0	6.6
	DS1	11.3
	DS3	8.5
	ISDN PRI	3.6
1.1.4.8.4	Catastrophic Outage 3 (13)	
	DS0	2.8
	DS1	4.9
	DS3	3.7
	ISDN PRI	1.6
1.1.4.8.5	Excessive Outage (42)	
	DS0	9.2
	DS1	15.8

Subcategory 1.1 – Dedicated Transport		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
	DS3	11.9
	ISDN PRI	5.1
1.1.4.8.7	Provisioning (84.0)	
	DS0	21.5
	DS1	28.2
	DS3	19.5
	ISDN PRI	14.8
1.1.4.8.8	Time to Repair (TTR) (99.0)	
	DS0	21.7
	DS1	37.2
	DS3	28.1
	ISDN PRI	12.0
A.12.2.3	Report and Text File Timeliness and Accuracy (54.0)	
	Timeliness and Accuracy	54.0
A.12.2.5	Tool Availability (27.0)	
	Availability	27.0
Subcategory 1.1, Maximum Possible (M-S) Points:		500.0

Table 6: Maximum MS points for Subcategory 1.2, MPLS, VPN and Converged VoIP

Subcategory 1.2, MPLS, VPN and Converged VoIP		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
1.2.9.8.1	Availability (62)	
	Converged VoIP Service	9.0
	Converged VoIP Voice Mail Service	7.0
	SIP Trunk	6.0
	DS1	12.2
	DS3	13.9
	OCx	7.3
	Ethernet	6.6
1.2.9.8.2	Catastrophic Outage 1 (44)	
	MPLS	21.7
	VoIP Voice Mail	10.9
	Converged VoIP Service	11.4
1.2.9.8.3	Catastrophic Outage 2 (36)	
	MPLS	11.2
	Converged VoIP Service	6.8
	VoIP Voice Mail Service	6.0
	Audio Conferencing	6.0

Subcategory 1.2, MPLS, VPN and Converged VoIP		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
	SIP Trunking	6.0
1.2.9.8.4	Catastrophic Outage 3 (25)	
	MPLS	7.7
	Converged VoIP Service	5.1
	VoIP Voice Mail Service	4.5
	Audio Conferencing	3.9
	SIP Trunking	3.8
1.2.9.8.5	Delay - Round Trip Transmission for MPLS Services (20)	
	MPLS \geq 56 Kbps to < 1.536 Mbps	6.7
	MPLS \geq 1.536 Mbps to < 40 Mbps	6.7
	MPLS \geq 40 Mbps	6.6
1.2.9.8.6	VoIP Delay, One-Way Transmission (19)	
	Converged VoIP Service	19.0
1.2.9.8.7	Excessive Outage (56)	
	MPLS	19.2
	Converged VoIP Service	12.9
	VoIP Voice Mail Service	11.8
	SIP Trunking	12.1
1.2.9.8.8	Jitter (20)	
	Converged VoIP Service	20.0
1.2.9.8.10	Packet Loss (23)	
	MPLS	13.4
	Converged VoIP Service	9.6
1.2.9.8.11	Provisioning (49)	
	MPLS Port Transport	5.2
	MPLS Port and Access Bundle Transport	5.2
	MPLS Port, Access and Router Transport	5.2
	Converged VoIP Service	4.5
	VoIP Voice Mail Service	3.1
	Audio Conferencing	1.9
	SIP Trunking	3.1
	MPLS Port, Access and Router Bundled On-Net Transport Speeds	5.2
	MPLS Port, Access and Router Bundled Off-Net Transport Speeds	5.2
	MPLS Port, Access and Router Bundled Ethernet On-Net Transport	5.2
	MPLS Port, Access and Router Bundled Ethernet Off-Net Transport	5.2
1.2.9.8.12	Time to Repair (58)	
	MPLS	17.9
	Converged VoIP Service	11.0
	VoIP Voice Mail Service	9.7
	Audio Conferencing	10.3

Subcategory 1.2, MPLS, VPN and Converged VoIP		
SOW Section Number and Title	(max points)	Maximum Points
Scorable item		
	SIP Trunking	9.1
1.2.9.8.14	Excessive Usage of Site Survivability Failure Service (10)	
	Converged VoIP Site Survivability Network Failure	10.0
A.12.2.3	Report and Text File Timeliness and Accuracy (54)	
	Timeliness and Accuracy	54.0
A.12.2.5	Tool Availability (27)	
	Availability	27.0
Subcategory 1.2, Maximum Possible (M-S) Points:		500.0

Table 7: Maximum MS points for Subcategory 1.3, Standalone VoIP

Subcategory 1.3, Standalone VoIP		
SOW Section Number and Title	(max points)	Maximum Points
Scorable item		
1.3.5.8.1	Availability (64)	
	Standalone VoIP Handset Service Packages	34.1
	Standalone VoIP Voice Mail Service	17.8
	Audio Conferencing	12.1
1.3.5.8.2	Catastrophic Outage 1 (51)	
	Standalone VoIP Service	35.9
	Standalone VoIP Voice Mail Service	15.1
1.3.5.8.3	Catastrophic Outage 2 (41)	
	Standalone VoIP Handset Service Packages	20.4
	Audio Conferencing	8.6
	Standalone VoIP Voice Mail	12.0
1.3.5.8.4	Catastrophic Outage 3 (26)	
	Standalone VoIP Handset Service Packages	12.9
	Audio Conferencing	5.6
	Standalone VoIP Voice Mail	7.5
1.3.5.8.5	VoIP Delay, One-Way Transmission (21)	
	Standalone VoIP Handset Service Packages	21.0
1.3.5.8.6	Excessive Outage (54)	
	Standalone VoIP Handset Service Packages	26.3
	Audio Conferencing	11.0
	Standalone VoIP Voice Mail	15.2
1.3.5.8.7	Jitter (21)	
	Standalone VoIP Handset Service Packages	21.0
1.3.5.8.9	Packet Loss (22)	
	Standalone VoIP Handset Service Packages	22.0

Subcategory 1.3, Standalone VoIP		
SOW Section Number and Title	(max points)	Maximum Points
1.3.5.8.10	Provisioning (46)	
	Standalone VoIP Handset Service Packages	21.2
	Standalone VoIP Voice Mail Service	12.9
	Audio Conferencing	11.9
1.3.5.8.11	Time to Repair (TTR) (63)	
	Standalone VoIP Handset Service Packages	30.8
	Standalone VoIP Voice Mail	18.4
	Audio Conferencing	13.3
1.3.5.8.12	Excessive Usage of Site Survivability Network Failure Service (10)	
	Standalone VoIP Site Survivability Network Failure	10.0
A.12.2.3	Report and Text File Timeliness and Accuracy (54)	
	Timeliness and Accuracy	54.0
A.12.2.5	Tool Availability (27)	
	Availability	27.0
Subcategory 1.3, Maximum Possible (M-S) Points:		500.0

Table 8: Maximum MS points for Subcategory 1.4, Long Distance

Subcategory 1.4, Long Distance		
SOW Section Number and Title	(max points)	Maximum Points
1.4.4.8.1	Availability (74)	
	DS1	24.6
	DS3	26.5
	ISDN PRI	22.9
1.4.4.8.2	Catastrophic Outage 1 (62)	
	Long Distance Network Access Transport	62.0
1.4.4.8.3	Catastrophic Outage 2 (60)	
	Long Distance Network Access Transport	31.8
	Long Distance Domestic Calling	28.2
1.4.4.8.4	Catastrophic Outage 3 (26)	
	Long Distance Network Access Transport	13.8
	Long Distance Domestic Calling	12.2
1.4.4.8.5	Excessive Outage (60)	
	Long Distance Network Access Transport	23.7
	Long Distance Domestic Calling	27.6
	Audio Conferencing	8.7

Subcategory 1.4, Long Distance		
SOW Section Number and Title	(max points)	Maximum Points
1.4.4.8.7	Provisioning (54)	
	Long Distance Domestic Calling	18.8
	LD DS1 Access Transport	15.2
	LD PRI on DS1 Access Transport	8.7
	LD DS3 Access Transport	11.3
1.4.4.8.9	Time to Repair (TTR) - LD Domestic/Audio Conferencing (44)	
	Long Distance Domestic Calling	29.3
	Audio Conferencing	14.7
1.4.4.8.10	Time to Repair (TTR) (41)	
	Long Distance Network Access Transport	41.0
A.12.2.3	Report and Text File Timeliness and Accuracy (53)	
	Timeliness and Accuracy	53.0
A.12.2.5	Tool Availability (26)	
	Availability	26.0
Subcategory 1.4, Maximum Possible (M-S) Points:		500.0

Table 9: Maximum MS points for Subcategory 1.5, Toll Free Services

Subcategory 1.5, Toll Free		
SOW Section Number and Title	(max points)	Maximum Points
1.5.4.7.1	Availability (95)	
	DS1	42.8
	DS3	34.2
	ISDN PRI	18.0
1.5.4.7.2	Catastrophic Outage 1 (57)	
	Toll-Free Network Access Transport	57.0
1.5.4.7.3	Catastrophic Outage 2 (38)	
	Toll-Free Network Access Transport	27.0
	Toll-Free Domestic Service	11.0
1.5.4.7.4	Catastrophic Outage 3 (18)	
	Toll-Free Network Access Transport	13.0
	Toll-Free Domestic Service	5.0
1.5.4.7.5	Excessive Outage (54)	
	Toll-Free Network Access Transport	32.0
	Toll-Free Domestic Services	22.0
1.5.4.7.7	Provisioning (47)	
	Toll Free Domestic Service	4.7
	Dedicated DS1 Access Transport	14.1
	Dedicated DS3 Access Transport	14.1
	ISDN PRI on DS1 Access Transport	14.1
1.5.4.7.8	Time to Repair (TTR) - Toll Free Domestic (94)	
	Toll-Free Domestic Service Types	94.0
1.5.4.7.9	Time to Repair (TTR) - Toll-Free Network Access Transport (17)	
	Toll-Free Network Access Transport	17.0
A.12.2.3	Report and Text File Timeliness and Accuracy (54)	
	Timeliness and Accuracy	54.0
A.12.2.5	Tool Availability (26)	
	Availability	26.0
Subcategory 1.5, Maximum Possible (M-S) Points:		500.0

Table 10: Maximum MS points for Subcategory 1.6, Legacy Telecommunications

Subcategory 1.6, Legacy Telecommunications		
SOW Section Number and Title	(max points)	Maximum Points
1.6.6.8.1	Availability (67)	
	Analog	11.3
	DS0	10.6
	DS1	12.1
	DS3	12.1
	OCX	10.7
	ISDN PRI	10.2
1.6.6.8.2	Met Appointments (18)	
	ISDN BRI	18.0
1.6.6.8.3	Catastrophic Outage 1 (46)	
	Analog	7.2
	ATM	7.5
	Business Access Lines	8.3
	C.O. Exchange Service	9.1
	C.O. Trunk Service	5.0
	Frame Relay	4.3
	Voice Mail Services	4.6
1.6.6.8.4	Catastrophic Outage 2 (34)	
	Analog	3.5
	ATM	3.7
	Business Access Lines	4.2
	C.O. Exchange Services	4.8
	C.O. Trunk Service	2.9
	Frame Relay	7.1
	ISDN BRI	3.2
	IntraLATA Local Calling	2.7
	Voice Mail Services	1.9
1.6.6.8.5	Catastrophic Outage 3 (27)	
	Analog	3.1
	ATM	3.2
	Business Access Lines	3.7
	C.O. Exchange Services	4.2
	C.O. Trunk Service	2.6
	Frame Relay	3.8
	ISDN BRI	2.1
	IntraLATA Local Calling	2.5
	Voice Mail	1.8

Subcategory 1.6, Legacy Telecommunications		
SOW Section Number and Title	(max points)	Maximum Points
1.6.6.8.6	ACD Service Outage (42)	
	Locally Based ACD	42.0
1.6.6.8.7	Excessive Outage (50)	
	Analog	5.3
	ISDN BRI	3.9
	ATM	5.9
	Business Access Line	5.7
	C.O. Exchange Services	7.3
	C.O. Trunk Service	5.8
	Frame Relay	6.4
	Local Toll Calling	3.5
	Voice Mail	2.7
	Locally Based ACD	3.5
1.6.6.8.8	Mean Time To Repair (21)	
	Business Access Line	4.2
	C.O. Exchange Services	4.2
	C.O. Trunk Service	4.2
	IntraLATA Local Calling	4.2
	Voice Mail	4.2
1.6.6.8.10	Provisioning (40)	
	Locally Based ACD	2.2
	Analog	2.6
	ATM	3.2
	Business Access Lines	3.3
	C.O. Exchange Services	4.8
	C.O. Trunk Service	4.0
	Frame Relay DS0	3.6
	Frame Relay DS1	3.6
	Frame Relay DS3	3.6
	ISDN BRI	2.2
	IntraLATA Local Calling	2.2
	Cable and Wiring Services	1.9
	Voice Mail	2.0
	Expedite	0.8
1.6.6.8.11	Time to Repair (TTR) (45)	
	Analog	9.7
	ATM	14.5

Subcategory 1.6, Legacy Telecommunications		
SOW Section Number and Title	(max points)	Maximum Points
Scorable item		
Frame Relay		13.6
ISDN BRI		7.2
1.6.6.8.12 Time to Repair (TTR) - IntraLATA Local Calling	(30)	
1 to 25 End-Users		6.0
26 to 50 End-Users		9.0
Greater than 50 End-Users		15.0
A.12.2.3 Report and Text File Timeliness and Accuracy	(60)	
Timeliness and Accuracy		60.0
A.12.2.5 Tool Availability	(20)	
Availability		20.0
Subcategory 1.6, Maximum Possible (M-S) Points:		500.0

4.2.4.3 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 Table 2, DVBE Incentive Scale, result in the Bidder earning the DVBE Incentive points according to the Table below.

Table 11: 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

Application of the incentive shall not displace an award to a Small Business with a Non-Small Business.

An example of DVBE incentive point allocation among four Bidders of Subcategory 1.4 is provided below for illustrative purposes only:

Table 12: Example of Earned DVBE Points¹⁵

<i>Bidder</i>	<i>Confirmed level of DVBE participation</i>	<i>Percent of total non-cost points the Bidder additionally qualifies for</i>	<i>times</i>	<i>Total possible points</i>	<i>equals</i>	<i>Earned DVBE incentive points</i>
<i>A</i>	<i>0.0%</i>	<i>0.00%</i>	<i>x</i>	<i>10,000</i>	<i>=</i>	<i>0</i>
<i>B</i>	<i>4.2%</i>	<i>1.75%</i>	<i>x</i>	<i>10,000</i>	<i>=</i>	<i>175</i>
<i>C</i>	<i>1.3%</i>	<i>1.00%</i>	<i>x</i>	<i>10,000</i>	<i>=</i>	<i>100</i>
<i>D</i>	<i>0.0%</i>	<i>0.00%</i>	<i>x</i>	<i>10,000</i>	<i>=</i>	<i>0</i>

4.2.4.4 Total Non-Cost Points

Within each Subcategory, each compliant Bidder's total awarded non-cost points will be computed by:

- 1) Generating the Bidder's sum total of earned non-cost points by adding together:
 - a. The 1,500 points earned for Mandatory pass/fail compliance
 - b. The points earned from the scoring of (M-S) items
 - c. The earned DVBE Incentive points
- 2) The Bidder with the highest sum total of earned points will be awarded 2,000 non-cost points. Every other compliant Bidder will be awarded a portion of the 2,000 non-cost points relative to its sum total of earned non-cost points compared to the highest sum total of earned non-cost points of all Bidders, using the following formula:

The Bidder's sum total of non-cost earned points **divided** by the highest sum total of non-cost earned points of all Bidders **times** 2,000 points **equals** the Bidder's total awarded non-cost points.

¹⁵ All calculated numbers in the examples provided throughout Section 4.2, *Evaluation of Final Bids*, are shown as rounded only for illustrative clarity.

The following example is offered for illustrative purposes only:

1) *Generating the Bidder's sum total of earned non-cost points for Subcategory 1.4:*

Table 13: Example of step 1 of determining the total awarded non-cost points

<i>Bidder</i>	<i>Mandatory and (M-S) pass/fail points</i>	<i>plus</i>	<i>Scored (M-S) points</i>	<i>plus</i>	<i>DVBE Incentive points</i>	<i>equals</i>	<i>Total earned non-cost points</i>
<i>A</i>	<i>1,500</i>	<i>+</i>	<i>500</i>	<i>+</i>	<i>0</i>	<i>=</i>	<i>2,000</i>
<i>B</i>	<i>1,500</i>	<i>+</i>	<i>421</i>	<i>+</i>	<i>175</i>	<i>=</i>	<i>2,096</i>
<i>C</i>	<i>1,500</i>	<i>+</i>	<i>342</i>	<i>+</i>	<i>100</i>	<i>=</i>	<i>1,942</i>
<i>D</i>	<i>1,500</i>	<i>+</i>	<i>237</i>	<i>+</i>	<i>0</i>	<i>=</i>	<i>1,737</i>

2) *Determination of total awarded non-cost points:*

Table 14: Example of step 2 of determining the total awarded non-cost points

<i>Bidder</i>	<i>Bidder's total earned points</i>	<i>Ratio of the Bidder's earned points to the highest earned points</i>	<i>equals</i>	<i>Percent earned</i>	<i>times</i>	<i>Total possible non-cost points</i>	<i>equals</i>	<i>Total Awarded non-cost points</i>
<i>A</i>	<i>2,000</i>	<i>$\frac{2,000}{2,096}$</i>	<i>=</i>	<i>95.42%</i>	<i>x</i>	<i>2,000</i>	<i>=</i>	<i>1,908</i>
<i>B</i>	<i>2,096</i>	<i>$\frac{2,096}{2,096}$</i>	<i>=</i>	<i>100.00%</i>	<i>x</i>	<i>2,000</i>	<i>=</i>	<i>2,000</i>
<i>C</i>	<i>1,942</i>	<i>$\frac{1,942}{2,096}$</i>	<i>=</i>	<i>92.65%</i>	<i>x</i>	<i>2,000</i>	<i>=</i>	<i>1,853</i>
<i>D</i>	<i>1,737</i>	<i>$\frac{1,737}{2,096}$</i>	<i>=</i>	<i>82.87%</i>	<i>x</i>	<i>2,000</i>	<i>=</i>	<i>1,657</i>

4.2.5 Evaluation of Costs

After the evaluation of Subcategory bids as described in IFB Sections 4.2.1 through 4.2.4 above, the Bidders' costs (bid Volume 3) will be opened and evaluated as described below.

The Bidders' opened Cost Worksheets will be checked for mathematical accuracy and the Bidder's grand total for one year's costs shall be confirmed for each Subcategory bid. The evaluation of costs shall be based on the cost sheets and their instructions as contained in the IFB. The total annual cost of each Bidder will be multiplied by six (6), representing the approximate total potential number of years of each Contract.

In determining their bidding strategy, Bidders need to establish their own best estimates of applicable unit transaction volumes. Note that actual transaction volumes experienced by each awarded Contractor may vary significantly from the volumes in the cost sheet depending upon a variety of factors, including but not limited to the number of awarded Contractors, the marketing and sales performed by each Contractor, the qualification of Customer subsidies such as from the federal E-Rate and California Teleconnect Fund programs. **Bidders are cautioned that the estimated numbers of transactions used in the cost sheets are for cost evaluation purposes only and should not be relied on as a forecast of actual transaction volumes or resulting total reimbursement amounts.**

4.2.5.1 Adjustment of Costs for TACPA, EZA and LAMBRA

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), the Enterprise Zone Act (EZA), or the Local Agency Military Base Recovery Area (LAMBRA) Act by completing and returning the appropriate forms described in IFB Sections 2.3.14, 2.3.15, and 2.3.16. Where multiple preferences are claimed, the State will verify eligibility for the preferences and evaluate and apply preferences in accordance with law and established procedures.

Available evaluation preferences under TACPA, EZA and LAMBRA are each limited to 9% of the lowest total bid cost or \$50,000, whichever is less. The lowest total bid cost shall be the total six-year cost of the Mandatory cost items summed from the Bidder's cost sheets for the Subcategory being evaluated. However, the combined preferences for TACPA, EZA and LAMBRA may not exceed \$100,000, or 15% of the lowest total bid cost, whichever is less.

The following example illustrates potential cost evaluation adjustments for optional TACPA, EZA and LAMBRA compliance:

In Subcategory 1.4, Bidder A has qualified for a 5% worksite preference for EZA compliance (not to exceed \$50,000). Because 5% of the lowest total cost of \$38,000,000 exceeds \$50,000, Bidder A's costs are only reduced by \$50,000 to \$44,950,000. No other TACPA, EZA and LAMBRA preferences are claimed by any Bidders.

Table 15: Example of adjusting for TACPA, EZA and LAMBRA preferences

Bidder	Bidder's total six-year cost before adjustments	times	Total TACPA, EZA & LAMBRA percentage earned	equals	Cost reduction (to a maximum of \$50,000 each or \$100,000 combined)	equals	Adjusted total (M) costs
A	\$45,000,000	x	5.0%	=	-\$50,000	=	\$44,950,000
B	\$40,000,000	x	0.0%	=	-\$0	=	\$40,000,000
C	\$38,000,000	x	0.0%	=	-\$0	=	\$38,000,000
D	\$47,000,000	x	0.0%	=	-\$0	=	\$47,000,000

4.2.5.2 Scoring of Costs of Mandatory Requirements

Each Subcategory's Bidder with the lowest total six-year cost for all Mandatory items, adjusted as appropriate for TACPA, EZA and LAMBRA preferences, will receive 7,500 earned points. All other compliant Bidders in that Subcategory will receive a portion of the 7,500 earned points relative to the percentage that its cost, adjusted as appropriate for TACPA, EZA and LAMBRA 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 7,500 points = the Bidder's earned points for Mandatory costs

Using the same four Bidders of the previous examples, the following cost evaluation example for Subcategory 1.4 is offered for illustrative purposes only:

Table 16: Example of scoring of costs of Mandatory requirements

Bidder	Bidder's total adjusted Mandatory cost	Ratio of the lowest Mandatory cost to the Bidder's cost	equals	Percent earned	times	Total possible Mandatory cost points	equals	Earned Mandatory cost points
A	\$44,950,000	$\frac{\$38,000,000}{\$44,950,000}$	=	84.54%	x	7,500	=	6,340
B	\$40,000,000	$\frac{\$38,000,000}{\$40,000,000}$	=	95.00%	x	7,500	=	7,125
C	\$38,000,000	$\frac{\$38,000,000}{\$38,000,000}$	=	100.00%	x	7,500	=	7,500
D	\$47,000,000	$\frac{\$38,000,000}{\$47,000,000}$	=	80.85%	x	7,500	=	6,064

4.2.5.3 Scoring of Unsolicited Item Costs

The total possible score available for Unsolicited items is 500 points. Bidders will be scored based upon their relative discount from their published catalog prices for those offered Unsolicited items acceptable to the State compared to the relative discount offered by other Bidders. In offering their Unsolicited items, Bidders shall use the cost response format contained in the IFB's cost sheets for every Unsolicited item offered by the Bidder per the instructions for Unsolicited items in IFB Section 3.4.2.9, *Cost Information*, 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 4.2.3, *Technical Evaluation of Unsolicited Items*.

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 must be found in a catalog that includes a name or description equivalent to that offered by the Bidder in its CALNET 3 offer.
2. The catalog must be published in paper or online not later than the date and time of the Final Bid due date, and the published catalog must be available to the public.
3. For cost evaluation purposes, a quantity of one (1) 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:¹⁶
 - a. One (1) one-time costs (e.g., installation cost)
 - b. Twelve (12) monthly reoccurring charges
 - c. Two (2) cost per change
4. 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.
5. The total price per individual Unsolicited item offered for CALNET 3 shall not exceed the total catalog price of that item using the above catalog sub-cost quantities and elements (#s 3.a, b & c above).

¹⁶ As defined in Section 3.4.2.9, *Cost Information*.

6. Offered Unsolicited items that exceed their published catalog price or that are, in the sole opinion of the State,¹⁷ 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.
7. Unsolicited items offered with a CALNET 3 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 4.2.3, *Technical Evaluation of Unsolicited Items*.
8. Unsolicited items offered with a CALNET 3 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.
9. The sum-total of the Bidder's Model total extended costs of all offered and accepted CALNET 3 Unsolicited items per Subcategory shall be compared against the sum-total of the Bidder's Model total extended catalog prices of all offered and accepted Unsolicited items per Subcategory to generate the average percentage discount from the Bidder's catalog price, using the following formula:

$$\frac{(\text{Bidder's total catalog price} - \text{Bidder's total offered CALNET 3 price})}{\div \text{ by the Bidders total catalog price}} = \text{the Bidder's average percentage discount.}$$
10. The Bidder's average discount off of the total catalog price of all offered Unsolicited items for each Subcategory 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 Subcategory. Bidders who do not achieve an average 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.
11. Within each Subcategory, the compliant Bidder that achieves the highest average 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 averaged percentage discount compared to the highest average discount of all Bidders, using the following formula:

¹⁷ Because the item has not been solicited by the State, the State's opinion regarding acceptance or disqualification shall not need justification, and is not subject to protest by any Bidder.

The Bidder's average percentage discount ÷ by the highest average discount of all Bidders x 500 points = the Bidder's earned Unsolicited item points.

The following example of earned Unsolicited item cost points for Subcategory 1.4 is offered for illustrative purposes only:

Table 17: Example of scoring Unsolicited item costs

Bidder	Bidder's sum total percentage discount	Ratio of the Bidder's % to the highest %	equals	Percent earned	times	Total possible Unsolicited cost points	equals	Earned Unsolicited cost points
A	15%	n/a*	=	0.00%	x	500	=	0
B	26%	$\frac{26\%}{40\%}$	=	65.00%	x	500	=	325
C	33%	$\frac{33\%}{40\%}$	=	82.50%	x	500	=	412
D	40%	$\frac{40\%}{40\%}$	=	100.00%	x	500	=	500

* Because Bidder A's sum total percentage discount is below 25%, Bidder A is not qualified to receive any earned Unsolicited cost points.

4.2.5.4 Total Cost Points

Within each Subcategory, 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, EZA and LAMBRA 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 8,000 final cost points. Every other compliant Bidder will be awarded a portion of the 8,000 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 8,000 points = the Bidder's final awarded total cost points.

Continuing to use the same four Bidders of Subcategory 1.4, the following example is offered for illustrative purposes only:

1) *Generating the Bidder's sum total of earned cost points*

Table 18: Example of step 1 of determining total cost points

Bidder	Earned Mandatory cost points, adjusted	plus	Earned Unsolicited cost points	equals	Total earned cost points
A	6,340	+	0	=	6,340
B	7,125	+	325	=	7,450
C	7,500	+	412	=	7,912
D	6,064	+	500	=	6,564

2) *Determination of total awarded final cost points:*

Table 19: Example of step 2 of determining total cost points

Bidder	Bidder's total earned cost points	Ratio of the Bidder's earned cost points to the highest earned points	equals	Percent earned	times	Total possible cost points	equals	Awarded Total cost points
A	6,340	$\frac{6,340}{7,912}$	=	80.13%	x	8,000	=	6,411
B	7,450	$\frac{7,450}{7,912}$	=	94.16%	x	8,000	=	7,533
C	7,912	$\frac{7,912}{7,912}$	=	100.00%	x	8,000	=	8,000
D	6,564	$\frac{6,564}{7,912}$	=	82.96%	x	8,000	=	6,637

4.2.6 Total Awarded Points Adjusted for Small Business Preference

Within each Subcategory 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 2.3.11, *Small Business Preference*. The

Small Business Preference adds 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.

Continuing to use the same four Bidders of Subcategory 1.4, the following example is offered for illustrative purposes only:

1) *Generating the Bidder's sum total of awarded points*

Table 20: Example step 1 of determining total awarded points

Bidder	Total awarded non-cost points	plus	Total awarded cost points	equals	Sum Total of awarded points
A	1,908	+	6,411	=	8,319
B	2,000	+	7,533	=	9,533
C	1,853	+	8,000	=	9,853
D	1,657	+	6,637	=	8,294

2) *Determination of Final Total Awarded Points by adjusting the points for Small Business (SB) Preference*

In this example the 5% preference claimed by Bidder A (a non-small business that commits to subcontract at least 25% of the value of ordered services to identified DGS certified Small Businesses) is derived by multiplying the highest sum total of awarded points of all Bidders that are non-DGS certified Small Businesses times five percent, as: $9,853 \times 0.05 = 493$ points.

Table 21: Example step 2 of determining total awarded points

Bidder	Sum Total of awarded points	Is the Bidder a DGS certified SB?	Did the Bidder claim a SB preference?	Awarded SB points	equals	Final Total Awarded Points
A	8,319	No	Yes	493	=	8,812
B	9,533	No	No	0	=	9,533
C	9,853	No	No	0	=	9,853
D	8,294	No	No	0	=	8,294

4.3 QUALIFICATION FOR NEGOTIATION

For each Subcategory, all responsive and responsible Bidders who have passed the evaluation requirements of Section 4.2, *Evaluation of Final Bids*, with a minimum score of 5,000 points will be qualified to participate in the State's Negotiation Process, as described in Section 4.4 below.

The State's Procurement Official will confidentially notify each qualified Bidder of its opportunity to participate in negotiations.

4.4 NEGOTIATION PROCESS

The State will conduct negotiations under PCC §6611, after the determination of a Bidder's qualification for negotiations. Only Bidders qualified for the Negotiation Process participation, as described in Section 4.3, will be eligible to participate in the Negotiation Process. The purpose of the Negotiation Process is to maximize the State's ability to obtain best value, based on the requirements and the evaluation factors set forth in the IFB. The Negotiation Process allows 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. The Negotiation Process is 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 Proposal only in areas discussed during the Negotiation Process. Negotiations will be conducted either orally or in writing. These negotiations may include bargaining, such as persuasion, alteration of assumptions and positions, and give and take.

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 proposal's potential for award. However, the State is not required to discuss every area where the Bidder's proposal could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment.

All aspects of the Bidder's bid are confidential until after the issuance of the Notification of Award.

4.4.1 Best and Final Offer Submission

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 BAFOs based on when each Bidder's negotiations occur, to afford each Bidder equal timeframes to revise their Final Proposal. A Bidder's BAFO is an irrevocable offer for 120 calendar days following the scheduled date for Submission of a 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 3.1.1, *Date, Time and Address for Submittals*, 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 Proposal containing every negotiated section (revised), and 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 Proposal must include tracked changes of all changes made to the negotiated section(s) of the Bidder's original Final Proposal previously submitted to the State. Changes to the Bidder's original Final Proposal that are not tracked in the Supplemental Proposal or otherwise identified, may result in rejection of the Bid or cause for termination of the Contracts.
3. *SOW Catalog A – Final List of Awarded Items with Bid Costs*, as described in Section 4.4.2. Catalog A with Costs shall be included in a sealed Volume 3, *Cost Information*.
4. An Executive Summary must accompany the Supplemental Proposal, 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 Proposal. 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 STPD 12-001-A and the changes identified in this executive summary represent all substantive changes made to [Bidder's name] Final Proposal 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.”

4.4.2 SOW Catalog A – Final List of Awarded Items with Bid Costs

This Catalog with Costs will be the SOW Catalog A as described in IFB Section 3.4.2.7, *SOW Catalog A (without costs)*, and as accepted by the State, but it shall include the Bidder's costs. The costs must match those submitted in the Bidder's Cost Worksheets. The Bidder shall provide this complete *SOW Catalog A – Final List of Awarded Items with Bid Costs* to the Procurement Official in paper and electronic MS Word format.

This catalog will become a list of the Bidder's priced items approved by the State for award, and will be a 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.

4.4.3 Evaluation of BAFO Submission

The State will evaluate and re-score the BAFOs, based on the evaluation criteria outlined in Section 4.2, *Evaluation of Final Bids*, except that:

- 1) Only those areas negotiated and submitted with the Supplemental Proposal will be evaluated;
- 2) SOW Catalog A – Final List of Awarded Items with Bid Costs. The State reserves the right to reject any Unsolicited item per Section 4.2.3, *Technical Evaluation of Unsolicited Items*, and per numbered paragraph 6 in Section 4.2.5.3, *Scoring of Unsolicited Item Costs*.

- 3) The determination of the materiality of any deviation within a Bidder's Catalog A will occur during the evaluation of the BAFO.

The evaluation of BAFOs may result in elimination of Bidders for material deviations, or 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.

4.4.4 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 Subcategory and will make corresponding adjustments to all of the Subcategory Bidders' evaluations based on the evaluation processes identified in Section 4.2, *Evaluation of Final Bids*.

4.4.5 Determination of the Average Baseline

An average baseline of all the awarded points of each Subcategory will be established by averaging all of the Subcategory's Bidders' Final Total Awarded Points with the following exceptions:

- 1) If the highest Bidder's Final Total Awarded Points is more than 15% 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 15% or more apart then both Bidder's scores will be used.
- 2) If the lowest Bidder's Total Awarded Points is more than 15% 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 15% or more apart then both Bidder's scores will be used.

Continuing the example of the four Bidders of Subcategory 1.4, the average baseline is calculated as follows:

Table 22: Example of determining the average baseline

<i>Bidder</i>	<i>Final Total Awarded Points</i>	<i>Are the highest points greater than 15% more than the next highest points?</i>	<i>Are the lowest points less than 15% below the next lowest points?</i>	<i>Points used to establish the average baseline</i>
<i>A</i>	<i>8,812</i>	<i>N/A</i>	<i>N/A</i>	<i>8,812</i>
<i>B</i>	<i>9,533</i>	<i>N/A</i>	<i>N/A</i>	<i>9,533</i>
<i>C</i>	<i>9,853</i>	<i>No*</i>	<i>N/A</i>	<i>9,853</i>
<i>D</i>	<i>8,294</i>	<i>N/A</i>	<i>No**</i>	<i>8,294</i>
<i>Sum total points of all awarded points used to establish the baseline:</i>				<i>36,492</i>
<i>Number of Bids used to establish the baseline:</i>				<i>4</i>
<i>Average baseline (36,492 ÷ 4):</i>				<i>9,123</i>

** Is 9,853 15% greater than 9,533?*

*** Is 8,294 15% lower than 8,812?*

4.4.6 Determination of Bidder's Qualification for Award

For each Subcategory 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 Subcategories 1.1, 1.2, 1.3 and 1.6, if a Bidder's Final Total Awarded Points are not more than ten percent (10%) below the average baseline of its Subcategory, the Bidder will be qualified for an award in that Subcategory.
2. For Subcategories 1.4 and 1.5, if a Bidder's Final Total Awarded Points are not more than seven-and-a-half percent (7.5%) below the average baseline of its Subcategory, the Bidder will be qualified for an award in that Subcategory.

Each Bidder will be assessed to determine if it has met the minimum point threshold for award for each Subcategory 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 4.2.5, *Evaluation of Costs*, and 4.2.6, *Total Awarded Points Adjusted for Small Business Preference*, will be reviewed to determine if the application of any TACPA, EZA and LAMBRA 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 5% Small Business Subcontractor preference that is not a DGS certified Small Business per Section 2.3.11 may be displaced by the application of the TACPA, EZA and LAMBRA preferences.

Continuing the example of the four Bidders of Subcategory 1.4:

Assuming the minimum point threshold for award is calculated by multiplying the average baseline of 9,123 points times 92.5% (or $9,123 - [9,123 \times 0.075]$) to establish a threshold of 8,439 points.

Each Bidder's Final Total Awarded Points are compared against the minimum threshold:

Table 23: Example of determining Bidder's qualification for award

<i>Bidder</i>	<i>Final Total Awarded Points</i>	<i>Minimum point threshold</i>	<i>Are the Bidder's points greater than the threshold?</i>	<i>Did TACPA, LAMBRA or EZA preferences prevent an award?</i>	<i>Is the Bidder eligible for award?</i>
<i>A</i>	<i>8,812</i>	<i>8,439</i>	<i>Yes</i>	<i>n/a</i>	<i>Yes</i>
<i>B</i>	<i>9,533</i>	<i>8,439</i>	<i>Yes</i>	<i>n/a</i>	<i>Yes</i>
<i>C</i>	<i>9,853</i>	<i>8,439</i>	<i>Yes</i>	<i>n/a</i>	<i>Yes</i>
<i>D</i>	<i>8,294</i>	<i>8,439</i>	<i>No</i>	<i>No</i>	<i>No</i>

In this example, Bidders A, B and C are qualified for Contract award, while Bidder D is not qualified for Contract award.

5. AWARD AND EXECUTION

5.1 AWARD OF CONTRACTS

Award of contracts, if made, will be in accordance with Section 4, *Bid Evaluation*, to responsible Bidders whose Final Bid(s) after BAFO submission complies with all the requirements of the IFB 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 2.2, *Key Action Dates*; however, a Bidder may extend the offer beyond 120 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 its IFB, unless otherwise expressly provided in the State's IFB.

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, the IFB.

5.2 NOTIFICATION OF AWARDS

Upon completion of the State's evaluation of a Subcategory's Bidders' offers and determination of selection of the Bidders who are qualified for award, the State will publish a written "Notification of Award" to all Bidders who have submitted a Final Bid for that Subcategory.

Publication shall be by posting the notice in the public lobby of the Procurement Official's location and by email. See Section 2.2, *Key Action Dates*, for the anticipated date for the Notification of Awards.

Once the Notification of Award is posted, the Master Copy of all Final Bids and the State's evaluation worksheets shall become public record. Bidders and the public may contact the Procurement Official identified in Section 2.1.1 to gain access to the documents.

If the State has prepared an Evaluation and Selection Report, that document is also a public record and may be accessed through the same Procurement Official.

All materials submitted in response to this IFB become the property of the State of California upon submission and will not be returned to the Bidder. Submitted material that meets the State's legal definition of confidential will not become public record. This confidential information (such as confidential financial information submitted to show Bidder responsibility) may be returned to the Bidder at the State's option at the request of the Bidder.

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 INTENTIONALLY BLANK

5.5 DEBRIEFING

At the State's sole option, a debriefing may be held after Contract Award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Bid. A debriefing is not the forum to challenge the IFB specifications, requirements or awards.

5.6 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 3 CMO authorizes the Contractor in writing to do so, naming a specific implementation start date for such activities. The CALNET 3 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 3 CMO to be in the State's interest, including for submission of Catalog B as described below in Section 5.6.1; final clarification and CALNET 3 CMO approval of Catalog A and 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 CALNET 3 *General Provisions – Telecommunications*, 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.

5.6.1 Catalog B – Final List of Awarded Items Including State Administrative Fees

This catalog B is identical to the final *SOW Catalog A – Final List of Awarded Items with Bid Costs* accepted by the State, except:

- The column titled "Restrictions and Limitations" in Catalog A may be required by the State to be retitled.
- 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 3 contracts or SLAs.
- The State may require that the descriptions and information in the Catalog may be edited as deemed necessary by the State to promote clarity of meaning to the Customers.
- The prices shown shall include the State's administrative fee.

The CALNET 3 CMO will notify awarded Contractor(s) of the percentage of each cost element per line item that the Bidder must add to its prices shown in Catalog A. In most cases these administrative fee percentages will only be applied to the monthly reoccurring costs. Catalog B will be used by the Contractor and the State to indicate the Contractor's maximum offered pricing to the Customers, including on the Contractor's CALNET 3 Public Website per SOW Business Requirements Section A.9.1.2. The CALNET 3 CMO may require the Contractor to change the administrative fee percentages at any time. Catalog B will not become part of the Contract, but is required by the State for Contract validation and Customer ordering purposes. The CALNET 3 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 3 CMO.

6. ATTACHMENTS

The following attachments to this Part 1 of IFB STPD 12-001-A are informational and do not need to be returned by the Bidders:

- **Attachment 1 – Bid Submission Checklist.** Per Section 3.4.3, this attachment is not guaranteed to include all necessary items.
- **Attachment 2 – Competitive Bidding and Bid Responsiveness.** This attachment provides general information about State of California competitive bidding, including examples of potential causes of bid failure.

- **Attachment 3 – STD. Form 20.** This form is used by Customers to place orders with the Contractors. This form may be modified by the State after award without requiring a Contract amendment.
- **Attachment 4 – Authorization to Order (ATO).** This form is used by non-State entities (local jurisdictions and political subdivisions) to obtain authorization from the State to order services using the CALNET 3 Contract. This form may be modified by the State after award without requiring a Contract amendment.
- **Attachment 5 – AT&T's current CALNET 2 environment table.** The data in this table is provided by AT&T, and has not been validated by the State. This table is provided as a separate Excel file.
- **Attachment 6 – Verizon's current CALNET 2 environment table.** The data in this table is provided by Verizon, and has not been validated by the State. This table is provided as a separate Excel file.
- **Attachment 7 – Customer Naming Conventions** (as referenced in SOW Business Requirements Section A.4.2.) This table is provided as a separate downloadable Adobe PDF or Excel file from the State's CALNET website at <http://www.dts.ca.gov/std/calnet-III/calnetIII.asp>. This table may be modified after award by the State without requiring Contractor approval or a Contract amendment.
- **Attachment 8 – Form for Submitting Questions.** Bidders are requested to use this form when submitting questions per Section 2.1, *Communications and Contacts*.
- **Attachment 9 – Example of a Services Billed Text File.** This file is provided as a separate Excel.
- **Attachment 10 – Example of a Services Billed Tax Detail Text File.** This file is provided as a separate Excel.
- **Attachment 11 – Individual Price Reduction Notification (IPRN).** This form shall be used by contractors to provide agencies with price reductions to services currently offered on the CALNET 3 Contract.

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

Does your Final Bid follow the format specified in IFB Section 3 of the IFB?

- ☐ Packaged and labeled as identified in Section 3.1.2.
- ☐ Provided in the number of copies and formatted as identified in Section 3.1.3.
- ☐ No cost data provided in any volumes, except Volume 3.

Is your Final Bid provided in the following order as identified in IFB Section 3.4.1?

▪ Volume 1 – Response to Common Requirements

Required IFB submittals

- ☐ Cover letter with original signature and information specified in Section 3.4.2.1
- ☐ Exhibit 2: Confidentiality Statement (if not previously submitted)
- ☐ Exhibit 3: Response to Administrative Requirements
- ☐ Exhibit 4: Workers' Compensation Certification
- ☐ Exhibit 5: Darfur Contracting Act of 2008
- ☐ Exhibit 6: Iran Contracting Act of 2010
- ☐ Exhibit 7: STD 213, Standard Agreement – Telecommunications (4 originally signed copies)

Required SOW submittals

- ☐ SOW Business Requirements response
- ☐ SOW Appendix A – Glossary
- ☐ SOW Appendix B – Data Dictionary
- ☐ SOW Appendix C – Special Terms and Conditions

▪ Volume 2 – Response to Unique Subcategory Requirements

- ☐ Organized for ease of access (table of contents, tabs, etc.)

Required Exhibits

- ☐ Exhibit 8: Contractor's License Information
- ☐ Exhibit 9: Service Taxes, Fees, Surcharges and Surcredits

Preference/Incentive Exhibits (only required as indicated)

- ☐ Exhibit 10: Bidding Preferences and Incentives
- ☐ Exhibit 11: STD 843, DVBE Declarations (required if claiming a DVBE incentive per Section 2.3.12.)
- ☐ Exhibit 12: GSPD 05-105, Bidder Declaration (required if claiming a SB preference, if claiming a DVBE incentive, or if Subcontractors will receive 15% or more revenue per Section 2.3.5.)

ATTACHMENT 1 – BID SUBMISSION CHECKLIST

Page 2 of 2

- ☐ Exhibit 13: STD 830, TACPA Preference Request (required if claiming TACPA preference per Section 2.3.14.)
- ☐ Exhibit 14: STD 831, EZA Preference Request (required if claiming EZA preference per Section 2.3.15.)
- ☐ Exhibit 15: STD 832, LAMBRA Preference Request (required if claiming LAMBRA preference per Section 2.3.16.)

Required SOW Submittals

- ☐ SOW Technical Requirements response
- ☐ SOW Catalog A (without costs)

▪ **Volume 3 – Cost Information**

- ☐ SOW Cost Worksheets
- ☐ Published catalog(s) required to support Unsolicited product descriptions and price offerings, if any

For Best and Final Offers (BAFOs):

- ☐ All items required for a complete Final Bid that have been changed
- ☐ Executive Summary that includes a list of all changes
- ☐ Does the Executive Summary include the statement specified in Section **Error! Reference source not found.?**
- ☐ Are all changes shown with tracked changes?
- ☐ Catalog A with Costs per Section 4.4.2 – included in a sealed Volume 3, *Cost Information*

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 – COMPETITIVE BIDDING AND BID RESPONSIVENESS Page 1 of 2

The purpose of competitive bidding is to secure public objectives in the most effective manner and avoid the possibilities of graft, fraud, collusion, etc. Competitive bidding is designed to benefit the public body (the State, in the present context), and is not for the benefit of the Bidders. It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free bidding to satisfy State specifications, and acceptance by the State of the most effective solution to the State's requirements, as determined by the evaluation criteria contained in the IFB.

Competitive bidding is not defined in any single statute but is more in the nature of a compendium of numerous court decisions. From such court decisions, the following rules have evolved, among others:

1. Invitation for Bids must provide a basis for full and fair competitive bidding among Bidders on a common standard, free of restrictions tending to stifle competition.
2. The State may modify the IFB, prior to the date fixed for Contract Award, by issuance of an addendum to all parties who are Bidders.
3. To have a valid Bid, the Bid must respond and conform to the invitation, including all the documents, which are incorporated therein. A Bid which does not literally comply may be rejected.
4. For a variance between the Invitation for Bids and the Bid to be such as to preclude acceptance (the Bid must be rejected), the variance or deviation must be a material one.
5. State agencies have the express or implied right to reject any and all Bids in the best interests of the State. Bids cannot, however, be selectively rejected without cause.
6. Bids cannot be changed after the time designated for receipt and opening thereof. Other than allowed by law, no negotiation as to the scope of the work, amount to be paid, or contractual terms is permitted. However, this does not preclude the State from clarifying the Bidder's intent by asking questions and considering answers.
7. A competitive Bid, once opened and declared, is in the nature of an irrevocable option and a contract right of which the public agency cannot be deprived without its consent, unless the requirements for rescission are present. All Bids become public documents.
8. Bids cannot be accepted "in part," unless the invitation specifically permits such an award.
9. Contracts entered into through the competitive bidding process cannot later be amended, unless the Invitation for Bids includes a provision, to be incorporated in the contract awarded, providing for such amendment.

Since competitive procurement became the required method for securing certain IT and telecommunications goods or services, the State has received a number of Bids which were deemed to be nonresponsive to the Invitation for Bids or which could not be considered as valid Bids within the competitive bidding procedures. Nonresponsive Bids or Bids which contain

ATTACHMENT 2 – COMPETITIVE BIDDING AND BID RESPONSIVENESS Page 2 of 2

material qualifications must be rejected. Many of the causes for rejection arise from either an incomplete understanding of the competitive bidding process or administrative oversight on the part of the Bidders. The following examples are illustrative of more common causes for rejection of Bids. These examples are listed to assist potential Bidders in submission of responsive Bids.

1. A Bid stated, "The prices stated within are for your information only and are subject to change."
2. A Bid stated, "This shall expire thirty (30) days from this date unless extended in writing by the Bidder Company." (In this instance award was scheduled to be approximately 45 days after bid submittal date.)
3. A Bid for lease of IT equipment contained lease plans of a duration shorter than that which had been requested in the IFB.
4. A personal services contract stated, "Bidder, in its judgment, believes that the schedules set by the State are extremely optimistic and probably unobtainable. Nevertheless, Bidder will exercise its best efforts..."
5. A Bid stated, "This is not intended to be of a contractual nature."
6. A Bid contained the notation "prices are subject to change without notice."
7. A Bid was received for the purchase of IT equipment with unapproved modifications to the Purchase Contract.
8. A Bid for lease of IT equipment contained lease plans of a duration longer than that which had been requested in the RFP with no provision for earlier termination of the contract.
9. A Bid for lease of IT equipment stated, "...this is preliminary only and the order, when issued, shall constitute the only legally binding commitment of the parties."
10. A Bid was delivered to the wrong office.
11. A Bid was delivered after the date and time specified in the IFB.
12. An IFB required the delivery of a performance bond covering 25 percent of the proposed contract amount. The Bid offered a performance bond to cover "x" dollars which was less than the required 25 percent of the proposed contract amount.
13. A Bid did not meet contract goal for DVBE participation.
14. A Bid appeared to meet contract goal for DVBE participation with the dollars submitted, but the supplier had miscalculated the Bid costs. When these corrections were made by the State, the supplier's price had increased and the dollars committed for DVBE participation no longer met goal.

ATTACHMENT 3 – STD. FORM 20

STATE OF CALIFORNIA - California Technology Agency
TELECOMMUNICATIONS SERVICE REQUEST
STD. 20 (REV. 10/2012)

		1. AGENCY REQUEST NUMBER	
		2. DATE	
3. TYPE OF REQUEST		<i>Attach additional information as needed</i>	
Check all boxes that apply to this request		CONTRACTOR NAME	
<input type="checkbox"/> SERVICE <input type="checkbox"/> EQUIPMENT - Needs a Form 63 <input type="checkbox"/> OTHER		STATE CONTRACT NUMBER	
<hr/>			
4. AGENCY INFORMATION			
DEPARTMENT (Agency, Office, etc.)	CONTACT NAME	TELEPHONE NUMBER	FAX NUMBER
DIVISION (If not, etc.)	GENERAL SERVICES AGENCY CODE	EMAIL ADDRESS	
PRESENT SERVICE ADDRESS:	REQUESTED SERVICE ADDRESS:	BILLING ADDRESS:	
<hr/>			
5. ELIGIBILITY			
<input type="checkbox"/> STATE GOVERNMENT Complete Section 6 - CATR / ATR Information below		<input type="checkbox"/> LOCAL GOVERNMENT* <input type="checkbox"/> FEDERAL GOVERNMENT* * Must complete a Non-State Agency Service Policy and an Authorization to Order (ATO) to obtain eligibility prior to first order.	
<hr/>			
6. CATR/ATR INFORMATION - State Government Use Only:			
NAME (Please type or print)	EMAIL ADDRESS	TELEPHONE NUMBER	FAX NUMBER
ADDRESS	CITY	STATE	ZIP CODE
SIGNATURE - This request complies with SAM Chapter 400 and State telecommunications policies		TITLE	DATE
<hr/>			
7. ORDER DETAIL			
<input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> DISCONNECT <input type="checkbox"/> MOVE	QUANTITY	DESCRIPTION	COMMENT
REQUESTED DATE OF SERVICE			
FEATURE ID / USOC		MONTHLY RECURRING COST (MRC)	
EXISTING BILLING ACCOUNT NUMBER		NON-RECURRING COST (NRC)	
<hr/>			

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO) Page 1 of 5

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

Insert Contractor name and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), **Insert Contract number**, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

<u>Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year Optional Extensions</u>
1.1 Dedicated Transport	TBD	June 30, 2017	2
1.2 MPLS, VPN and Converged VoIP	TBD	June 30, 2017	2
1.3 Standalone VoIP	TBD	June 30, 2017	2
1.4 Long Distance Calling	TBD	June 30, 2017	2
1.5 Toll-Free Calling	TBD	June 30, 2017	2
1.6 Legacy Telecommunications	TBD	June 30, 2016	3

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at [website link to be determined].

Insert Non-State Entity Name here ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

E-Rate Customers

Only complete if applying for E-Rate funding:

Insert Non-State Entity Name here intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence on **Insert month, day, year** ("Service Date"). Upon the Service Date, this ATO supersedes and replaces all the existing serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Page 2 of 5

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke a previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract for this Subcategory.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Page 3 of 5

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

Non-State Entity:

Insert Non-State Entity Name

Insert Non-State Entity Address

Insert Non-State Entity City & State & ZIP

Attn: Insert Customer contact & title (if given)

Contractor:

Insert Contractor Name

Insert Contractor Address

Insert Contractor City & State & Zip

Attn: Insert Contractor Contact & Title

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

CONTRACTOR	NON-STATE ENTITY
By: Authorized Signature	By: Authorized Signature
Printed Name and Title of Person Signing	Printed Name and Title of Person Signing
Date Signed:	Date Signed:

Approved By:

State of California
Office of Technology Services,
Statewide Telecommunications and Network Division

By: Authorized Signature
Printed Name and Title of Person Signing
Date Signed:

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Page 4 of 5

Insert Non-State Entity Name here

Select services for

	Insert Contractor Name	
Selected Services	Dedicated Transport Subcategory 1.1	Customer Initials
<input type="checkbox"/>	Carrier DS0 Service	
<input type="checkbox"/>	Carrier DS1 Service	
<input type="checkbox"/>	Carrier DS3 Service	
<input type="checkbox"/>	ISDN Primary Rate Interface Service	
<input type="checkbox"/>	Extended Demarcation Wiring Service	
<input type="checkbox"/>	Services Related Hourly Support	
<input type="checkbox"/>	Special Construction	
Selected Services	Multi-Protocol Label Switching (MPLS) Subcategory 1.2	Customer Initials
<input type="checkbox"/>	MPLS Port Transport Speed Service	
<input type="checkbox"/>	MPLS Port & Access Bundled Transport Speed Service	
<input type="checkbox"/>	MPLS Port, Access & Router Bundled Transport Speed Service	
<input type="checkbox"/>	MPLS Port, Access & Router Bundled On-Net Transport Speed Service	
<input type="checkbox"/>	MPLS Port, Access & Router Bundled Off-Net Transport Speed Service	
<input type="checkbox"/>	MPLS Port, Access & Router Bundled Ethernet On-Net Transport Speed Service	
<input type="checkbox"/>	MPLS Port, Access & Router Bundled Ethernet Off-Net Transport Speed Service	
<input type="checkbox"/>	Converged VoIP Service	
<input type="checkbox"/>	Converged Voice Mail Service	
<input type="checkbox"/>	Audio Conferencing Service	
<input type="checkbox"/>	Session Initiated Protocol (SIP) Trunking Service	
<input type="checkbox"/>	Extended Demarcation Wiring Services	
<input type="checkbox"/>	Services Related Hourly Support	
<input type="checkbox"/>	Special Construction	
Selected Services	Standalone Voice over Internet Protocol (VoIP) Subcategory 1.3	Customer Initials
<input type="checkbox"/>	Standalone VoIP Service	
<input type="checkbox"/>	VoIP Voice Mail Service	
<input type="checkbox"/>	Audio Conferencing Service	
<input type="checkbox"/>	Extended Demarcation Wiring Services	
<input type="checkbox"/>	Services Related Hourly Support	
<input type="checkbox"/>	Special Construction	

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Page 5 of 5

Selected Services	Long Distance Calling Subcategory 1.4	Customer Initials
<input type="checkbox"/>	Long Distance Network Access Transport Service	
<input type="checkbox"/>	Long Distance Domestic Calling Service	
<input type="checkbox"/>	Long Distance International Calling Service	
<input type="checkbox"/>	Calling Cards	
<input type="checkbox"/>	Operator Services	
<input type="checkbox"/>	Audio Conferencing Service	
<input type="checkbox"/>	Extended Demarcation Wiring Services	
<input type="checkbox"/>	Services Related Hourly Support	
<input type="checkbox"/>	Special Construction	
Selected Services	Toll Free Calling Subcategory 1.5	Customer Initials
<input type="checkbox"/>	Toll Free Network Access Transport Service	
<input type="checkbox"/>	Toll Free Domestic Service	
<input type="checkbox"/>	International Toll Free Service	
<input type="checkbox"/>	Special Construction	
Selected Services	Legacy Telecommunications Subcategory 1.6	Customer Initials
<input type="checkbox"/>	Business Access Line Service	
<input type="checkbox"/>	Central Office Exchange Service	
<input type="checkbox"/>	Central Office Trunk Service	
<input type="checkbox"/>	Intra-LATA Calling	
<input type="checkbox"/>	Locally Based Automatic Call Distributor (ACD)	
<input type="checkbox"/>	Computer Telephone Integration (CTI)	
<input type="checkbox"/>	Voice Mail Services	
<input type="checkbox"/>	Analog Service	
<input type="checkbox"/>	ISDN Basic Rate Interface (BRI) Service	
<input type="checkbox"/>	Frame Relay Service	
<input type="checkbox"/>	Asynchronous Transfer Mode (ATM) Service	
<input type="checkbox"/>	Extended Demarcation Wiring Services	
<input type="checkbox"/>	Station Wiring	
<input type="checkbox"/>	Services Related Hourly Support	
<input type="checkbox"/>	Special Construction	

ATTACHMENT 8 – FORM FOR SUBMITTING QUESTIONS Page 1 of 2

Bidders are requested to use the form on the next page when submitting questions to the Procurement Official listed in Section 2.1.1. 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 (1) for each submission.

Document(s) – Identify the document(s) the question pertains to, such as, IFB Part 1; SOW Business Requirements; SOW Subcategory (by number, e.g., 1.2 and 1.3, 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.

ATTACHMENT 8 – FORM FOR SUBMITTING QUESTIONS

Page 2 of 2

IFB STPD 12-001-A Bidder Question Form			
Name of Bidder:			
Contact Person:			
Contact Email and Phone Number:			
Q #	Document(s)	Section #	Question
1			
2			
3			
4			
5			

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**ATTACHMENT 11 TO CALNET 3 STATEWIDE CONTRACT
(IFB STPD 12-001-A, Insert Vendor Contract Award Number), SUBCATEGORY Insert
Subcategory Number**

INDIVIDUAL PRICE REDUCTION NOTIFICATION

The State of California ("State") and Insert Vendor Name ("Insert Vendor Name" or "Contractor", CALNET 3 Statewide Contract IFB STPD 12-001-A, Insert Vendor Contract Award Number) have entered into CALNET 3 Statewide Contract (IFB STPD 12-001-A, Insert Vendor Contract Award Number) ("Contract") for Subcategory Insert Subcategory Number and Name dated November 15, 2013. All terms and conditions (including Definitions) set forth in the Contract are incorporated herein by reference.

This Individual Price Reduction Notification (IPRN) document provides notice to the Office of Technology Services, Statewide Telecommunications and Network Division ("OTech/STND") of the Service(s), location(s) and Individual Price Reduction (IPR) Service rate(s) offered by Contractor for the listed Agency as specified below. The IPR Service rate(s) specified below shall become effective upon approval of this IPRN by OTech/STND, unless otherwise noted in this IPRN document, subject to the conditions provided in the Contract (see IFB Section A.7 Individual Pricing Reductions (IPR) and Statement of Work, Appendix C Special Terms and Conditions – Telecommunications, Section N of the referenced Contract) and herein below:

_____ ("Agency")
desires to purchase and the Contractor agrees to provide the following Service(s) available pursuant to Subcategory Insert Subcategory Number at the location(s) and reduced rate(s) set forth below:

Description of Contract Service(s): Insert Subcategory Section Number and Name(s)

IPR Service rate(s):

Insert Subcategory Section Number and Name

Feature Name	Contractor's Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*

Insert Subcategory Section Number and Name, if more than one Section Number

Feature Name	Contractor's Product Identifier	Current Contract Price/NRC	Proposed IPR Price/NRC	Current Contract Price/MRC*	Proposed IPR Price/MRC*

*Monthly recurring rates include administrative fee.

Location(s) (service address(es)) where reduced rate(s) apply: Insert location of where reduced rates will apply.

Requested effective date of rate reduction(s): Insert Effective date.

Expiration date: Insert Expiration Date.

Termination liability: As set forth below under “Standard IPR”, “Duration IPR” or “Non-Exemption IPR”. Select One.

Use additional pages as necessary and attach to the IPRN document.

Set forth below are Contract provisions that apply to the IPR process:

IPR GENERAL PROVISIONS

Contractor may enter into price negotiations with CALNET 3 Customers. These price negotiations allow Contractor to reduce prices: a) on one (1) or more service(s); b) for one (1) or more Customers at a time; and/or c) by geographic area or location(s). CALNET 3 allows for three (3) different Individual Price Reduction (IPR) scenarios: Standard IPR, Duration IPR, and Non-Exemption IPR.

The following general provisions apply to all IPRs:

1. Contractor shall submit to CALNET 3 CMO an electronic copy of an MS Excel document consisting of an analysis of current Contract pricing and proposed IPR pricing;
2. The following information and the data fields shall appear as columns on the MS Excel document in the order specified below:
 - a. Category;
 - b. Subcategory;
 - c. Feature Name;
 - a. Product Identifier;
 - b. Customer NRC;
 - c. Proposed IPR Customer NRC;
 - d. IPR Percentage Discount for NRC;
 - e. Customer MRC;
 - f. Proposed IPR Customer MRC;
 - g. IPR Percentage Discount for MRC;
 - h. Term IPR Y/N;
 - i. Term IPR Competitor's Price NRC; and,
 - j. Term IPR Competitor's Price MRC.

3. CALNET 3 CMO has final approval authority for all IPRs. An IPR shall not be implemented until approved in writing by CALNET 3 CMO. An IPR becomes effective on the date that it is approved by CALNET 3 CMO, unless otherwise noted for a future date in the IPR Notification (IPRN) document;
4. Within ten (10) Business Days of a Customer's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the CALNET 3 CMO for written approval;
5. No additional service taxes, fees, surcharges or surcredits will be allowed except as described in Section A.5.8 (Service Taxes, Fees, Surcharges, and Surcredits) and SOW Appendix C, Special Terms and Conditions - Telecommunications, Section T (Service Taxes, Fees, Surcharges, and Surcredits);
6. Once an IPRN is approved by CALNET 3 CMO, Contractor shall not cancel or increase pricing for any service listed in the IPRN;
7. All IPRs shall be subject to examination and audit pursuant to PMAC General Provisions – Telecommunications, Section 44 (Examination and Audit);
8. The IPRN and information regarding the approved IPR service rate(s) shall be subject to the California Public Records Act; and,
9. Implementation of an approved IPR does not require reduction of Contracted rate(s) for service(s), pursuant to SOW Appendix C, Special Terms and Conditions - Telecommunications, Section I ("Most Favored Nation") Status of State, and PMAC General Provisions – Telecommunications, Section 30 (Additional Rights). However, if Contracted rate(s) are reduced below the IPR rate(s) for such service(s), the reduced Contracted rate(s) shall automatically apply to the IPR, but the term commitments shall remain in place for Duration IPRs and Non-Exempt IPRs.

STANDARD IPRs

The following provisions apply to Standard IPRs:

1. The Contractor shall be allowed to reduce one (1) or more Contracted service prices for a Customer for the Term of the Contract;
2. IPRs shall be for reduced service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
3. Customer may cancel any or all services(s) subject to the Standard IPR without penalty; and,
4. The Standard IPR Service rate(s) shall continue in effect from the date of IPR approval by CALNET 3 CMO through the remainder of the Term of the Contract unless terminated earlier by Customer or CALNET 3 CMO in accordance with the terms and conditions of the Contract, or if IFB STPD 12-001-A Section 0 (IPR General Provisions) #8 applies.

DURATION IPRs

The following provisions apply to Duration IPRs:

1. The Contractor may offer individual price reductions that require term commitments;
2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the Customer;
3. Duration IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;

4. The duration of a Duration IPR shall not exceed the Term of the awarded IFB STPD 12-001-A Contract; and,
5. In the event that a Customer elects to terminate Service(s) subject to Duration IPR Pricing 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 charge. This charge 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 Standard IPR; b) 10% of the original Contract Rate multiplied by the number of months used under the Duration IPR; and c) any unrecovered nonrecurring charges owed to Contractor on the date of termination.

NON-EXEMPTION IPRs

The following provisions apply to Non-Exemption IPRs:

1. In response to non CALNET 3 Contracted vendors' proposals presented to Customers, and in accordance with the CALNET 3 CMO exemption process, CALNET 3 Contractors shall be given the opportunity to provide individual price reductions that require term commitments;
2. A minimum of three (3) CALNET 3 Contractors, unless otherwise directed by CALNET 3 CMO, shall be given the opportunity to respond. Contractors may be selected at the discretion of the Customer or under the direction of the CALNET 3 CMO;
3. IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
4. The duration of a Non-Exemption IPR shall not exceed the term of the Contract;
5. The Contractor shall provide a completed Non-Exemption IPR response to the Customer or CALNET 3 CMO within fifteen (15) Business Days of the Customer's or CALNET 3 CMO's Non-Exemption IPR request to the Contractor. If the Contractor's response is to not provide a Non-Exemption IPR, the Contractor must submit a formal declaration stating the Contractor will not provide a Non-Exemption IPR; and,
6. In the event that a Customer elects to terminate service(s) subject to Non-Exemption IPR Pricing 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 charge. This charge shall be calculated based on the following: a) monthly difference in the original contract rate and the Non-Exemption IPR rate multiplied by the number of months the service was used under the Non-Exemption IPR; b) plus, 10% of the original Contract Rate multiplied by the number of months used under the Non-Exemption IPR; and c) and any unrecovered nonrecurring charges owed to Contractor on the date of termination.

Additional Instruction:

Whenever any notice or demand is given or required pursuant to this IPRN to Agency, Contractor or State, the notice shall be in writing and delivered to the authorized signatories identified below. Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed delivered upon receipt.

Signature page follows.

The undersigned Agency, upon execution of this IPRN, certifies that it has received, reviewed and concurs to the proposed rate (s) applicable to the Service(s) described herein above.

(Contractor, Subcategory Insert Subcategory)

(Agency)

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

☐ Approved ☐ Denied (Check appropriate response.)

Office of Technology Services,
Statewide Telecommunications and Network Division

By: _____

Title: _____

Date Signed: _____

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PART 2 BIDDER RESPONSE

Part 2, Bidder Response, of this IFB is provided as separate files from Part 1. These files include:

- **IFB STPD 12-001-A's Bid Exhibits.** This file is composed of bid forms to be completed by the Bidder and submitted with their Final Bid. The Bid Exhibits are listed below:
 - Exhibit 1: Intent to Bid
 - Exhibit 2: Confidentiality Statement
 - Exhibit 3: Response to Administrative Requirements
 - Exhibit 4: Workers' Compensation Certification
 - Exhibit 5: Darfur Contracting Act of 2008
 - Exhibit 6: Iran Contracting Act of 2010
 - Exhibit 7: – STD 213 Standard Agreement - Telecommunications
 - Exhibit 8: Contractor's License Information
 - Exhibit 9: Service Taxes, Fees, Surcharges and Surcredits
 - Exhibit 10: Bidding Preferences and Incentives
 - Exhibit 11: STD 843 DVBE Declarations
 - Exhibit 12: GSPD 05-105 Bidder Declaration
 - Exhibit 13: STD 830 TACPA Preference Request
 - Exhibit 14: STD 831 EZA Preference Request
 - Exhibit 15: STD 832 LAMBRA Preference Request
- **IFB STPD 12-001-A's Statement of Work (SOW).** The SOW is issued as the following separately provided files:
 - SOW Common Business Requirements
 - SOW Subcategory 1.1 – Technical Requirements
 - SOW Subcategory 1.1 – Cost Worksheets
 - SOW Subcategory 1.1 – Catalog A (without costs)
 - SOW Subcategory 1.2 – Technical Requirements
 - SOW Subcategory 1.2 – Cost Worksheets
 - SOW Subcategory 1.2 – Catalog A (without costs)

- **SOW Subcategory 1.3 – Technical Requirements**
- **SOW Subcategory 1.3 – Cost Worksheets**
- **SOW Subcategory 1.3 – Catalog A (without costs)**
- **SOW Subcategory 1.4 – Technical Requirements**
- **SOW Subcategory 1.4 – Cost Worksheets**
- **SOW Subcategory 1.4 – Catalog A (without costs)**
- **SOW Subcategory 1.5 – Technical Requirements**
- **SOW Subcategory 1.5 – Cost Worksheets**
- **SOW Subcategory 1.5 – Catalog A (without costs)**
- **SOW Subcategory 1.6 – Technical Requirements**
- **SOW Subcategory 1.6 – Cost Worksheets**
- **SOW Subcategory 1.6 – Catalog A (without costs)**
- **SOW Appendix A – Glossary.** This SOW Appendix A applies to all Subcategories, except where it may specifically state otherwise.
- **SOW Appendix B – Data Dictionary.** This SOW Appendix B applies to all Subcategories, except where it may specifically state otherwise.
- **SOW Appendix C – Special Terms and Conditions.** This SOW Appendix C applies to all Subcategories, except where it may specifically state otherwise.