

**INVITATION FOR BID**

**IFB C4A1LEG18**

**FOR**

**LEGACY 4 TELECOMMUNICATIONS VOICE AND DATA SERVICES**

**CALNET LEGACY 4**

**STATEMENT OF WORK**

**BUSINESS REQUIREMENTS**

**ADDENDUM 7**

**June 21, 2018**

Issued by:

**STATE OF CALIFORNIA**

California Department of Technology

Statewide Technology Procurement

PO Box 1810

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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.

### Amendment Log

Amendment #	Date	Amendment Description
1	04/01/2024	<ul style="list-style-type: none"><li>• Replaced “INTENTIONAL BLANK PAGE” with Amendment Log, removed Attachment 4-IPRA, updated reference to Bidders Library, added Appendix C, and General Administrative Clean up.</li><li>• L.7 State Associated Administrative Fee (SAAF) - changed the remittance timeframe from 30 to 60 calendar days.</li><li>• Updated language in Sections L.4.1, L.4.5, L.4.6, L.4.9.2, L.4.10.1-L.4.10.3, L.4.10.5, L.6.1, L.7, and L.9.1 and General Administrative Clean up.</li></ul>

## SOW BUSINESS REQUIREMENTS

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## SOW BUSINESS REQUIREMENTS

### L.1 OVERVIEW

This Section of IFB C4A1LEG18 provides the State's solicitation for the SOW Business Requirements associated with the SOW Technical Requirements described in Category 15, *Dedicated Transport*, Category 16, *Long Distance Calling*, Category 17 *Toll-Free Voice Calling*, and Category 18, *Legacy Telecommunications*.

The CALNET Legacy 4 Contract(s) that result from the award of this IFB C4A1LEG18 will be managed on a day-to-day basis by the CALNET Contract Management and Oversight (CALNET CMO).

#### L.1.1 BIDDER RESPONSE REQUIREMENTS

Throughout this IFB C4A1LEG18, Bidders are required to acknowledge acceptance of the requirements described herein by responding to one (1) of the following:

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

*"Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_"*

Or,

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

*"Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_  
N/A \_\_\_\_\_ (non-incumbent)"*

#### L.1.2 DESIGNATION OF REQUIREMENTS

All SOW Business Requirements specified in this IFB C4A1LEG18 Section are Mandatory and must be responded to as identified in this IFB C4A1LEG18, Part 1, Section 3.3.2.1, *SOW Mandatory Business and Technical Requirements* by the Bidder. Additionally, some Mandatory requirements are "Mandatory-Scorable" and are designated as "(M-S)". The State will have the option of whether or not to include each item in the Contract, based on the best interest of the State. Furthermore, Customers will have the option whether or not to order services or features included in the Contract. Service Requests for some CALNET Legacy 4 services or features may require CALNET CMO approval.

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



### L.1.3 PACIFIC TIME ZONE

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

## L.2 CALNET PROGRAM REQUIREMENTS

### L.2.1 CONTRACTOR RESPONSIBILITIES

1. The Contractor shall:
  - a. Comply with the requirements defined in this IFB C4A1LEG18 and subsequent Service Requests, including the business support and SOW Technical Requirements detailed herein;
  - b. Comply with the rules, and regulations of the Federal Communications Commission and the California Public Utilities Commission as they pertain to the services and requirements of this IFB C4A1LEG18;
  - c. Comply with the terms and conditions of their respective Contract(s);
  - d. Ensure that Key Personnel as defined in Section L.2.3, *Staffing and Resource Requirements*, are in place and resources are available for Contract Conversion and/or upon receipt of first Service Request for IFB C4A1LEG18 services, per the terms and conditions of the awarded contract; and,
  - e. Accept full responsibility for all Contract requirements. This responsibility includes the conduct of the Contractor, their Subcontractors and Affiliates, in complying with the terms and conditions of the Contract.
2. Unless otherwise specified in this IFB, all SOW Business Requirements shall be met and delivered by the Contractor regardless of whether the Subcontractors or Affiliates provide services to Customers. Contractors shall provide all reports, tools, procedures and other Deliverables that incorporate all Subcontractor and Affiliate information and activity. All exceptions must be approved by the CALNET CMO in writing.
3. The Contractor, their Subcontractors and Affiliates shall provide Consultative Business Assistance to Customers in the planning, selection, application, and cost effective use of Contract services.
4. The Contractor shall comply with the State's policies for requirements in provisioning Telecommunication services as defined in the State's Telecommunications Management Manual (STMM), and CALNET Legacy 4 User Instructions.
5. All documents required to be submitted by the Contractor within the SOW Business Requirements shall be provided to the CALNET CMO in an editable MS Word 2013 or higher format unless stated otherwise in these SOW Business Requirements. Each submission shall include the specific Business Requirement Section number.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.2.1.1 Marketing Requirements

1. Contractors shall obtain CALNET CMO's written approval prior to publication and/or release of the Contractor's CALNET marketing materials;
2. Neither the Contractor, Subcontractors nor Affiliates will express or imply any association with CALNET through their marketing nor shall they use the CALNET brand without prior written approval from the CALNET CMO;
3. Contract marketing activities shall be limited to the approved contracted services;
4. As part of its contractual obligation to assist Customers in business planning, the Contractor may discuss technology application development or solutions with Customers. The Contractor shall not present services that are NOT available on the Contract in a manner that implies to the Customer the service will be made contractually available. If the Contractor is unsure of the status of proposed services it has submitted to the CALNET CMO for consideration, or if a service will qualify for inclusion on the Contract, the Contractor will contact the CALNET CMO for clarification; and,
5. The Contractor's representatives shall be knowledgeable of Contract services and terms and conditions.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.2.2 CONTRACTOR PROGRAM MANAGER (CPM) RESPONSIBILITIES

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

1. The CPM shall be the CALNET CMO's primary point of contact and ensure the Contractor is compliant with all terms and conditions of this IFB C4A1LEG18, including technical solutions, performs administrative functions, reporting, and Contract management functions;
2. Ensure the Contractor responds to the CALNET CMO Management's verbal requests and/or directions regarding Contract and program oversight issues;
3. Respond through written communication within five (5) Business Days to the State's CALNET Legacy 4 Program Manager's written requests;
4. Act as a point of escalation for all Contract and program oversight issues for the CALNET CMO;
5. Attend regularly scheduled CALNET Legacy 4 Executive Meetings and ad hoc meetings in order to address Contract compliance or Customer service issues; the Contractor's remote attendance shall be at the CALNET CMO's discretion;
6. Ensure the Contractor does not market services that are not available on the Contract in a manner that implies to Customers the services are, or will become, contractually available under CALNET Legacy 4;

7. Ensure the Contractor provides the CALNET Legacy 4 Program Manager with written notice of regulatory changes that impact the Provisioning of Contract services and/or the administration of the Contract;
8. Ensure the Contractor complies with “Most Favored Nation” status per SOW Appendix B, Special Terms and Conditions - Legacy, Section I;
9. Ensure the Contractor Staff are knowledgeable on products/services and the terms and conditions of the Contract;
10. Obtain the CALNET CMO approval for Individual Pricing Reductions (IPR) (Section L.9) prior to implementation;
11. Ensure each Customer has obtained a signed CALNET Legacy 4 delegation prior to the implementation of services in accordance with STMM Chapter 3-502;
12. Ensure the Contractor follows all invoicing requirements;
13. Ensure Contract amendments receive required corporate approvals;
14. Ensure the Contractor provides staff resources with skill levels to meet Contract requirements;
15. Ensure service delivery and service performance of the Contractor, Subcontractors and Affiliates;
16. Ensure the Contractor meets all reporting requirements of the Contract;
17. Ensure the Contractor is responsive to service failures and provides Executive Summaries (Section L.3.3, *Network Outage Response*) for significant and Catastrophic Outages to the CALNET CMO within five (5) Business Days of the CALNET CMO request;
18. Ensure notifications for significant service impacting events are disseminated in accordance with the Notification SLAs in the SOW Technical Requirements;
19. Ensure the Contractor provides quarterly reports for completed Contracted Service Project Work (Section L.8);
20. Ensure the Contractor fulfills its obligations regarding Federal Communications Commission (FCC) and the California Public Utilities Commission (CPUC) mandated charges as described in Section L.6.8, *Service Taxes, Fees, Surcharges, and Surcredits* and SOW Appendix B, Special Terms and Conditions – Legacy, Section S, *Service Taxes, Fees, Surcharges, and Surcredits*;
21. Ensure the Contractor responds to the CALNET CMO’s written requests for Contract required and/or supplemental information (ad hoc reports) within ten (10) Business Days of the State’s request;
22. Ensure the Contractor complies with the provisions of PMAC General Provisions – Telecommunications, Section 41, *Publicity*;
23. The Contractor must notify the CALNET CMO within five (5) Business Days of a change of status of the CPM; and,
24. The CPM shall be the point of contact to ensure that the resources necessary to support all of the contractual requirements in this IFB C4A1LEG18 are available throughout the Contract Term.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

### L.2.2.1 Contract Program Management Performance

The purpose of PMAC General Provisions - Telecommunications, Section 59, *Performance Deficiency Charges*, is to ensure the Contractor accountability and to improve performance of administrative, reporting, and contract management functions when deficiencies are identified. The State's objective is not to levy charges, but to work with the Contractor to identify and resolve performance deficiencies.

Beginning with the CALNET Legacy 4 Program Manager and the CPM, the provisions of PMAC General Provisions - Telecommunications, Section 59, *Performance Deficiency Charges*, will be exercised in resolving performance deficiency issues using the following sequence of actions:

1. CALNET Program Manager shall notify the CPM of performance deficiency occurrence in writing within ten (10) Business Days;
2. CALNET Program Manager and CPM shall meet and confer at the State's discretion to discuss alternative remedies and/or cures;
3. CALNET Program Manager shall set cure period, not to exceed 60 calendar days unless otherwise directed by the State;
4. If the Contractor continues to be noncompliant with the identified contract requirements after the cure period set by the CALNET Program Manager, the State may invoice the Contractor for the Deficiency Charges detailed in Table L.2.2.1 (CPM Deficiencies and Charges); and,
5. The Contractor shall pay invoice within 30 calendar days of receipt or notify the State within ten (10) Business Days if it intends to dispute the invoice using PMAC General Provisions – Telecommunications, Section 46, *Disputes*.

Table L.2.2.1 below describes the Deficiency and Charges for the CPM's performance. The table includes categories describing deficiencies in the performance of administrative, reporting, and relationship management functions.

The CALNET CMO reserves the right to waive or diminish a deficiency charge globally or on a case-by-case basis per individual occurrence. The waiver or diminishment of any deficiency charges shall not create any expectation of future waivers or diminishment for similar occurrences or circumstances, nor create any implied or actual rights of the Contractor for future waivers or diminishments of deficiency charges. The waiver or diminishment shall not reduce the applicability of the deficiency charges for future occurrences, and shall not abridge the rights of the State.

**Table L.2.2.1, CPM Deficiencies and Charges**

	<b>Deficiency</b>	<b>Charges</b>
1	CPM's failure to respond in writing within five (5) Business Days to CALNET Legacy 4 Program Manager's written requests. (Section L.2.2, #2)	Up to \$1,000 per occurrence and \$250 per week thereafter until the Contractor's response is received
2	The Contractor markets services to CALNET Customers that are not available on the Contract in a manner that implies to the Customer the services are or will become contractually available. (Section L.2.2, #6)	Up to \$1,000 per occurrence
3	The Contractor fails to comply with SOW Appendix B, Special Terms and Conditions – Legacy, Section I ("Most Favored Nation" Status of the State). (Section L.2.2, #8)	Up to \$1,000 per product identifier/up to \$250 per week per identifier thereafter until the Contractor billing reflects MFN pricing.
4	The Contractor fails to obtain CALNET CMO approval for Individual Pricing Reductions (IPRs) prior to implementation. (Section L.2.2, #10)	Up to \$1,000 per occurrence and \$250 per week thereafter until the Contractor obtains CALNET CMO approval.
5	The Contractor fails to validate Customer has a signed CALNET Delegation prior to the implementation of service required per the State Telecommunications Manual (STMM) Chapter 0502.0 (Section L.2.2, #11)	Up to \$1,000 per occurrence and \$250 per week thereafter until the Contractor obtains CALNET CMO approval.
6	The Contractor fails to provide Executive Summaries of Network Outages within five (5) Business Days of the CALNET CMO request. (Section L.2.2, #17)	Up to \$1,000 per occurrence
7	The Contractor fails to notify CALNET CMO and authorized staff of significant service impacting event in accordance with Section L.3.3, <i>Network Outage Response</i> , (Section L.2.2, #18)	Up to \$1,000 per occurrence
8	The Contractor fails to provide a response to the State's written request for ad hoc reports within 48 hours of receipt of request to determine the time frame agreed upon between the Contractor and the State or supplemental information within 10 (ten) Business Days of the State's request (Section L.2.2, #21)	Up to \$1,000 per occurrence
9	The Contractor fails to flag a Non-CALNET service and/or feature on a Customer invoice as identified in accordance with Section L.6.1, <i>Billing and Invoicing Requirements</i> , and Section L.4.6, <i>Data Reporting Requirements</i>	Up to \$100.00 for each Non-CALNET service and/or feature per month, per Customer invoice.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

### L.2.3 STAFFING AND RESOURCE REQUIREMENTS

The Contractor shall describe and identify the appropriate staff resources to be assigned as listed below:

1. A list of the personnel classifications that will be assigned to support the Contract(s) including minimum skills for each classification;
2. An organization chart of personnel that will be assigned to the Contract including title, area of expertise, and contact information (email and phone number), and employee photographs. Up to date organization charts will be provided upon request from the CALNET CMO throughout the Contract Term. The organization chart shall include Key Personnel that will work with the CALNET CMO to include, at a minimum:
  - a. Executive Officers;
  - b. Contractor Program Manager;
  - c. Customer Service Center Manager – see Section L.3.2, *Customer Service Center*;
  - d. Transition/Migration Project Manager(s);
  - e. Technical Resources Manager(s):—shall oversee the Contractor's technical resources as described in Section L.3.5, *Technical Resources*, responsible for providing support to CALNET CMO and Customers; and,
  - f. Subject Matter Experts (SMEs) or Project Managers for the following Contract functions:
    - i. Provisioning and Implementation;
    - ii. Billing and Invoicing;
    - iii. Administrative Fees;
    - iv. Reporting;
    - v. Public and Private Websites;
    - vi. Service Catalogs;
    - vii. Trouble Ticket Reporting; and,
    - viii. Service Level Agreements.
3. The Contractor's Key Personnel shall meet and confer with the State on Contract related issues. The meetings shall take place in the greater Sacramento area at a location specified by the CALNET CMO. Remote attendance shall be allowed at the discretion of the CALNET CMO;
4. Contractor shall ensure that resources are available to support all of the contractual requirements noted in this IFB C4A1LEG18.
5. The Contractor shall inform the CALNET CMO in writing of any agreements with Subcontractors or Affiliates that impact the performance of the Contract (See General Provisions, Section 86, *Subcontractors*);
6. The Contractor shall describe how their resources will be allocated for the above requirements if the Contractor is awarded more than one (1) CALNET Contract.

The Contractor shall submit a list of personnel classifications and an organization chart of personnel to the CALNET CMO within 30 calendar days of Contract Award.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.2.4 CONTRACT BUSINESS RELATIONSHIPS

The State anticipates IFB C4A1LEG18 contracts to support telecommunications and network services. The State anticipates services across CALNET Legacy 4 Categories will complement each other in service applications and require interoperability.

##### L.2.4.1 The State and the Contractor Business Relationships

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

The Contractor(s) are required to establish business relationships with other awarded Contractors to provide services within and between service Categories in support of telecommunications services.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

##### L.2.4.2 Business Relationships with Other Telecommunications Providers

The Contractor(s) may subcontract with other telecommunications providers for the Provisioning of specific Deliverables and services in the subcontractors' authorized facilities-based territories. This encourages the telecommunications industry to work together in alliance arrangements to provide peer-to-peer services on a fully retail basis for the delivery of CALNET Legacy 4 Deliverables and services as described in this IFB C4A1LEG18. Consistent with the provisions of Federal and State law, the State expects carriers to transmit information on a retail-to-retail basis for the purposes of providing Deliverables and services.

For the purpose of managing the contract as described in Section L.2.1, *Contractor Responsibilities*, the Contractor(s) will act as the agent of the Contractor's Subcontractors and Affiliates when dealing with the State on a daily basis. However, the State may work directly with the Contractor(s)'s Subcontractors and Affiliates to expedite the resolution of specific Provisioning or trouble related problems.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

##### L.2.4.3 CPM as Single Point of Contact (SPOC)

If a Contractor is awarded more than one (1) IFB C4A1LEG18 Category, the Contractor may be required by the CALNET CMO to provide a Single Point of Contact (SPOC) for each of the Contractor's IFB C4A1LEG18 awarded Contracts.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.2.4.4 United States (U.S.) Based Services

L.2.4.4.1 U.S. Based Service Processing

All Contractors' services must be provided from Facilities located in the United States or U.S. Territories.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.2.4.4.2 U.S. Personnel Location Access Restriction

Management and/or administrative access to servers, the network, or network equipment directly associated with any CALNET service shall only be accessed within the confines of the United States or U.S. Territories. No personnel located at non-U.S. locations shall be allowed access.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.2.4.4.3 Continental United States (CONUS) Support Personnel Location

All CALNET direct technical and administrative support personnel must be located within the Continental United States (CONUS), the District of Columbia or U.S. Territories.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.2.4.5 Customer Proprietary Network Information (CPNI)

The Contractor shall not use CPNI for any activity other than permitted by applicable law. Any disclosure of CPNI to other parties (such as affiliates, vendors and agents) shall only occur if it is necessary to conduct a legitimate business activity related to the services already provided by the Contractor to the Customer except in instances where the Contractor is required by law to disclose CPNI, such as through subpoenas or other request by law enforcement officials, or if the intended use is permitted by FCC Rules.

The Contractor shall first obtain the Customer's (opt-in) consent in writing prior to using or sharing CPNI to protect the confidentiality of Customer information.

The Contractor must authenticate a Customer prior to disclosing information by means of Customer-initiated telephone contact or requested access to any of the Contractor's CPNI containing portals, websites or databases.



The CALNET CMO authorized users shall have access to Customer CPNI without Customer consent, and Customers may not opt out. The Contractor shall follow CALNET procedure for identification of CALNET CMO authorized users.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

## L.2.5 PROVISIONING AND PLANNING

This Section L.2.5 describes the support responsibilities of the Contractor for activities related to Customer acquisition of telecommunications services as defined in this IFB C4A1LEG18. The Contractor shall be responsible for the coordination and processing of all acquisitions for services provided by Subcontractors and Affiliates.

### L.2.5.1 General Requirements

The Contractor shall:

1. Notify the CALNET CMO in writing within 24 hours of the Contractor's receipt of the first complete Service Request for CALNET Legacy 4 services;
2. Ensure Service Requests for services subject to CALNET Delegations have a CALNET CMO approved delegation before accepting a Customer Service Request;
3. Provide technical and business resources to the CALNET CMO and to Customers for information on pricing, features, and feature interactions/restrictions. The Contractor's staff shall be available by telephone to participate in meetings to answer questions about contracted services. The Contractor shall ensure that the Contractor's staff, including Subcontractors and Affiliates, are trained on Contract services and are knowledgeable on Contract terms and conditions;
4. Provide documents/reports as identified in the requirements of this IFB C4A1LEG18 or when requested by the CALNET CMO;
5. Accept Executive Branch State Agency Service Requests in accordance with procurement requirements as defined in this IFB C4A1LEG18 and STMM;
6. Identify Customer(s) as described in Section L.4.1, *Customer Naming Conventions*;
7. Escalate to the CALNET CMO when specific requirements call for mutual agreements between the Customer and the Contractor, and agreement is not reached;
8. Provide to the CALNET CMO a toll-free telephone number for provisioning and status inquiries Monday through Friday, 8:00 a.m. to 5:00 p.m.; and,

9. Maintain an inventory of CALNET Legacy 4 Contract services to support the tools and reports as described in Section L.4, *Data Management and Standardization* and Section L.10, *Management Tools and Reports*.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.2.5.2 Planning

The Contractor shall:

1. Perform planning coordination activities related to service implementation;
2. Review End-User requirements to recommend the appropriate service and implementation plan for successful service delivery;
3. Provide to the CALNET CMO, and update as necessary, a project plan detailing all resources (cost, staff, etc.), scope (tasks), and scheduling (with constraints) necessary to implement service per the SLA installation intervals and/or in accordance with the provisions of Section L.8.1, *Coordinated Project Work* and Section L.8.2, *Managed Project Work*;
4. Perform site surveys, when necessary, to ensure End-User's location is capable of supporting the type of service/feature being considered;
5. Perform any other Contractor-related task or process needed to ensure proper Provisioning of the service;
6. Comply with Conversion plans and requirements in accordance with Section L.11.2, *Conversion Plans* and Section M, *Migration-Out*, of SOW Appendix B, Special Terms and Conditions – Legacy;
7. Comply with the SLA installation intervals provided in the SOW Technical Requirements Provisioning SLAs and adhere to the provisions of Section L.8.1, *Coordinated Project Work*, and Section L.8.2, *Managed Project Work*; and,
8. Define the necessary interface requirements for existing End-User CPE to connect to the Contractor-provided services (if applicable) during initial ordering and implementation planning.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.2.5.3 Design

The Contractor shall:

1. Analyze Service Requests and determine Facility requirements;
2. Review End-User requirements to recommend the appropriate service;
3. Determine network interconnection requirements of Service Requests;
4. Determine required network management applications and interface requirements;

5. Develop and identify engineering, design and standards compliance issues that must be met for the Contractor to utilize the State and Customer assets;
6. Upon Customer request, provide the applicable electronic and hardcopy network or service delivery design and drawing; and
7. Provide Customer an electronic and hardcopy proposal for services identifying all components and costs in response to a service request.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.2.5.4 Provisioning and Implementation

The Contractor shall:

1. Verify Customer's authority to order services by verifying the information contained in the CALNET Application Management Systems (CAMS) for each Service Request for:
  - a. State Customers - identified as a Chief Agency Telecommunications Representative (CATR) or an Agency Telecommunications Representative (ATR);
  - b. Non-State Customers - identified by a fully executed Authorization To Order (ATO);
2. Confirm the Customer has an approved CALNET delegation from the CALNET CMO for all services requiring Delegation;
3. Acknowledge Service Requests receipt to Customer within one (1) Business Day;
4. Process approved Service Requests (Form 20 and/or STD 65) and appropriate attachments (i.e. Scope of Work and/or list of CALNET Legacy 4 line items);
5. Provide Customer with an order confirmation notification within five (5) Business Days of receipt of Service Request. Order confirmation notification shall include all activities associated with the receipt, logging, task identification, due date confirmation, scheduling, and completion notification of Customer Service Requests;
6. Identify if the Customer's Service Request qualifies as Contracted Service Project Work (Section L.8). If so, a Scope of Work shall be provided to the Customer within ten (10) Business Days of receipt of Service Request in lieu of the order confirmation notification. The Contractor must include negotiated due dates for each individual service in the Scope of Work;
7. Perform a site inspection of Customer location prior to implementation of service to ensure there is an adequate environment for the new service as mutually agreed upon between the Customer and the Contractor if required for service(s) ordered;

8. Prepare site preparation plans that specify requirements for space, power, air conditioning, humidity control, floor loading, dimensions, equipment, and any other special requirements necessary for the provision of service in a Customer location as mutually agreed upon between the Customer and the Contractor if necessary for service(s) ordered;
9. Prepare floor plans showing jack locations with their prospective jack numbers and identify the "Primary Directory Number" next to the appropriate jack location on the floor plans) as mutually agreed upon between the Customer and the Contractor if necessary for service(s) ordered;
10. Coordinate the service installation with the Customer contact. This includes scheduling, coordinating, and documenting meetings as appropriate;
11. Develop comprehensive implementation plans and schedules that minimize disruption of the current Customer's telecommunications system;
12. Prepare service acceptance plans that specify requirements for functional testing, load testing, and cutover testing of the Contractor provided services as mutually agreed upon by the Customer and the Contractor and as necessary for service(s) ordered;
13. Not begin Billing and Invoicing for services, until the Customer's service is fully functional; and,
14. Not charge to disconnect a CALNET service. Charges for services shall cease on the Customer requested disconnect date. Notification of disconnect date will be provided to the Contractor at least five (5) Business Days in advance of the disconnect date.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.2.5.5 End-of-Life Provisioning Requirements

No Equipment or software as part of the proposed solutions or services may be proposed, specified, or initially employed for a Customer if the manufacturer has announced that the Equipment or software has been manufacturer discontinued and that end of manufacturer support has occurred.

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

The Contractor may only propose, specify, or initially employ services, Equipment or software that does not meet the requirements above if:

1. The Contractor has proposed in writing to the CALNET CMO the Contractor's plan to provide adequate support;
2. The Contractor has proposed in writing to the CALNET CMO a plan that will ensure that the Customer shall receive service levels set forth in the relevant SOW; and,
3. The Contractor has proposed in writing to the CALNET CMO a plan that identifies processes and procedures that mitigate loss of service in the event that the services, Equipment or software does not function or is not supported as required. If the proposed replacement provides any diminishment of ordered features or functionality, such diminishment and any applicable cost adjustments or credits must be clearly stated in the plan.

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

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

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

#### L.2.6 GENERAL TRAINING REQUIREMENTS

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

Costs for training in the IFB C4A1LEG18 shall be included in the costs provided for services and features described throughout this IFB C4A1LEG18.

1. The Contractor shall provide a training plan for the following:
  - a. Educating and training Customers/End-Users;
  - b. Interacting with the CALNET CMO to ensure effective CALNET Contract education and technical training is being provided to the State on an on-going basis; and,
  - c. Defining how and when training will be provided whenever new services and/or tools are added or changes are made.
2. The Contractor shall provide the training plan as follows:
  - a. Incumbent Contractors:

- i. With Customers receiving CALNET 3 services - upon award; and,
  - ii. Not currently providing Customers the specific Category services - within 90 calendar days of receipt of the first CALNET Service Request
- b. Non-Incumbent Contractor - within 90 calendar days of receipt of the first CALNET Service Request.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.2.6.1 Contractor Provided Training

The Contractor shall provide training detailed below.

L.2.6.1.1 Customer/End-User Training

The Contractor shall provide Customer/End-User training for all Contracted CALNET Legacy 4 services, SLAs, invoicing and Customer tools in one (1) or more of the following formats:

1. In person, instructor led classroom training within 25 miles or less of Customers locations as mutually agreed upon between the Customer and the Contractor;
2. "Web-based" instructor-led training;
3. "Web-based" self-paced distance learning.

When web-based training is used, the Contractor shall provide access to training course materials (i.e. outlines, curriculum, or exercises) through the Public Website as described in Section L.10.1, *Contractor's CALNET Public Website*.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.2.6.1.2 CALNET Program Staff Training

The Contractor shall provide CALNET program staff training.

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

1. All training provided to the Customer/End-Users as noted in Section L.2.6.1.1, *Customer/End-User Training*, shall also be provided to the CALNET program staff;
2. Introduction to the Private Oversight Website (Section L.10.2);

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.2.6.1.3 Detailed Technical Training

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

The number of technical staff to be trained will be no more than 10 over the life of the Contract.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

### L.3 PROBLEM MANAGEMENT

The CALNET CMO maintains a Contractor oversight function involving provisioning and ongoing network service delivery. The CALNET CMO requires access to the Contractor provided tools through web based applications to process network trouble tickets and the Contractor's corrective action. The CALNET CMO's role in performing Contractor oversight can be invoked by the escalation process, Customer request, Contractor request, or as a result of service and process monitoring.

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.3.1 CONTRACTOR SERVICE PERFORMANCE

1. Provisions of this subsection begin upon State acceptance of the services provided under this Contract and continue through the Term.
2. Unless otherwise specified by the State in this Contract, the services shall be available twenty-four hours a day, seven (7) days a week, as further described in this Contract.

3. The Contractor warrants to the State that (i) service and service Deliverables furnished hereunder will conform in all material respects to the requirements of this Contract, and (ii) the service and service Deliverables furnished will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a detailed design document) and incorporated the same or equivalent in the Statement of Work or the Customer's Scope of Work directly or by reference, the Contractor will warrant that its service and service Deliverables furnished will conform in all material respects to the mutually agreed design specifications. The State's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.
4. The Contractor warrants that the service and service Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) will not infringe or violate any United States patent, copyright, trade mark, trade secret, or other proprietary right ("Intellectual Property Right") of a third party. Without limiting the generality of the foregoing, if harmful code is present in any service and service deliverable, the Contractor will use all commercially reasonable efforts, at no additional charge to the State, to eliminate and reduce the effects of such harmful code, including restoration of any lost data using generally accepted data restoration methods.
5. The Contractor warrants that the services shall be performed, and all services, Deliverables and other materials prepared and delivered, in a timely, professional, efficient, diligent and workman-like manner, in accordance with the professional standards and practices of quality and integrity in the industry, by qualified personnel fully familiar with the technology and methodologies used in performing the service and service Deliverables.
6. The Contractor represents and warrants that, as of the Effective Date of product/service acceptance, there is no outstanding or reasonably anticipated civil or criminal litigation, arbitrated matter, or other dispute, in any forum, to which the Contractor or any of its Affiliates is a party that, if decided unfavorably to the Contractor or its Affiliates, would reasonably be expected to preclude the Contractor from entering into this Contract or have a material adverse effect on the Contractor's ability to fulfill its obligations hereunder.



7. To the extent that the services, systems, items, and other resources of the State and its other third party service providers with which they will interoperate are compatible with the standards that the State has specified for each service and service Category, as set forth in the SOW Technical Requirements, The Contractor represents and warrants (i) all equipment, networks, software and other resources utilized or provided by the Contractor in connection with the services and service Deliverables shall be successfully interfaced with, and shall be compatible with, the industry standard services, systems, items, and other resources of the State and its other third party service providers with which they will interoperate and (ii) none of the services, or service Deliverables or other items provided to the State by the Contractor shall be adversely affected by, or shall adversely affect, the industry standard State Resources or any services provided by any such third party service providers, in any material respect, whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times, or otherwise.
8. The Contractor represents and warrants that: (i) it has conducted a full and complete analysis of the State's requirements as specified in this IFB C4A1LEG18 Contract; (ii) it has performed sufficient due diligence investigations regarding the scope and substance of the services and the service Deliverables; (iii) it has received sufficient answers to all questions that it has presented to the State regarding the scope and substance of the services and the industry standard Deliverables as well as the workings, capabilities, procedures, and capacities of the State's industry standard networks, equipment, hardware, and software associated with the provision of the services and service Deliverables; and (iv) it is capable in all respects of providing the services and Deliverables in accordance with this Contract. The Contractor hereby waives and releases any and all claims that it now has or hereafter may have against the State based upon any inaccuracy or incompleteness of the information it has received with regard to the scope and substance of the services and the service Deliverables, except where such information was willfully withheld or intentionally misrepresented by the State and where such claims are permitted under California law. Further, the Contractor covenants that it shall not seek any judicial rescission, cancellation, termination, reformation, or modification of this Contract or any provision hereof, nor any adjustment in the charges to be paid for the service Deliverables or services, based upon any such inaccuracy or incompleteness of information except where such information was willfully withheld or intentionally misrepresented by the State.
9. The Contractor represents and warrants that the Contractor, at the Contractor's expense, shall (and shall cause all of its Subcontractors to) maintain all equipment, systems, networks, and software operated or used in performance of its obligations hereunder so that they operate in accordance with the service levels and their respective specifications, including: (i) maintaining such items in good operating condition, subject to normal wear and tear, (ii) performing repairs and preventative maintenance in a timely manner and in accordance with the manufacturer's recommendations and requirements; and (iii) performing software maintenance in accordance with the applicable software supplier's recommendations and requirements.
10. For any breach of the Contractor's commitments provided in this Section L.3.1, the State's remedy and the Contractor's obligation, shall include:

- a. Re-performance, repair, or replacement of the nonconforming service deliverable (including without limitation an infringing service deliverable) or service; or
- b. Should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming service deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in this Subsection 10.b will not exceed the limits on the Contractor's liability set forth in the General Provisions – Telecommunications, Section 31, *Limitation of Liability*; or
- c. The rights and remedies provided by the Service Level Agreements in the SOW.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

### L.3.2 CUSTOMER SERVICE CENTER

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

1. The Customer Service Center shall facilitate timely responses to Customer reported service issues for all CALNET Legacy 4 services identified in this IFB C4A1LEG18 and/or escalation of any previously reported problems;
2. The Contractor shall provide Customers with status on trouble resolution and the causes of network or individual Customer service outages;
3. The Contractor shall provide a toll-free number as a single point of contact to respond as defined herein to trouble tickets for CALNET Legacy 4 services identified in this IFB C4A1LEG18. Eighty percent (80%) of the Customer calls shall be answered by an automated system or live operator within four (4) rings. The Contractor's live technical resource shall begin collecting information from the Customer within five (5) minutes of the Contractor's initial answering of the call or the Customer opening of an on-line ticket in accordance with Section L.10.4, *Trouble Ticket Reporting Tool*. The Contractor shall meet this requirement (24x7x365);
4. The Contractor Customer Service Center personnel shall open, monitor and update trouble tickets for CALNET Legacy 4 services using the Trouble Ticket Reporting Tool (Section L.10.4). Trouble ticket lifecycle management shall include:
  - a. Both the initial Customer trouble reporting date and time, and the Contractor's response to the Customer (date and time) shall be documented in the Contractor's Trouble Ticket (Section L.10.4);
  - b. The Contractor shall acknowledge receipt of trouble ticket and begin resolving the Customer's service issue within 30 minutes of trouble ticket submission from Customer. For SLAs based on Outage Duration the duration shall begin upon the opening of a Trouble Ticket;

- c. The Contractor shall update the trouble ticket with status changes, and at least once every eight (8) hours, and as soon as service is restored; and,
  - d. The Contractor's CALNET Legacy 4 Customer Trouble Ticket Reporting Tool and trouble ticket content shall be accessible by the CALNET CMO and Customers 24x7x365 via a web enabled application.
5. The Contractor shall provide notification to the CALNET CMO within 60 minutes for significant and catastrophic events and status every 60 minutes per Section L.3.3. *Network Outage Response*;
  6. The Contractor shall provide support procedures for natural disaster events;
  7. The Contractor's CALNET Legacy 4 Customer Service Center shall be located within the United States; and,
  8. The Contractor shall provide the CALNET CMO with contact information for the Customer Service Center Manager for the Contract Term. The Customer Service Center Manger shall possess the decision making authority required to address service and contract compliance issues.

The Contractor shall provide the CALNET CMO with detailed "Customer Service Center Trouble Reporting Processes and Procedures" that include requirements one (1) through eight (8) of this Section L.3.2. The Contractor shall provide the processes and procedures to the CALNET CMO within 60 calendar days of receipt of the Contractor's first IFB C4A1LEG18 Service Request, or prior to the commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The Contractor shall submit a single "Customer Service Center Trouble Reporting Processes and Procedures" to be used for all Categories awarded to the Contractor as a result of this IFB C4A1LEG18. The Customer Service Center Trouble Reporting Process and Procedures require CALNET CMO approval.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

### L.3.3 NETWORK OUTAGE RESPONSE

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

1. Provide a mutually agreed upon method of notification to the CALNET CMO and designated Key Stakeholders 24x7x365 via voice mail, email, or text message.
2. Notify the CALNET CMO and designated Key Stakeholders of an initial outage within 60 minutes of known failure and provide follow-up status at least every 60 minutes or more frequently when pertinent information becomes available, until resolution and final notification.
3. Take direction from the CALNET CMO to define significant and establish criteria and conditions when notification should be disseminated.
4. Provide the following information with each notification:
  - a. Outage description;
  - b. Location (street/city/central office), when applicable and available;

- c. Time and date;
  - d. Root cause (when available);
  - e. Type of service;
  - f. Estimated time of arrival;
  - g. Estimated time of restoral;
  - h. Quantity of CALNET Legacy 4 sites impacted;
  - i. Identify which CALNET Legacy 4 Customers (State and local departments) impacted;
  - j. Any known public safety issues or community isolations;
  - k. Restoral measures; and,
  - l. Time and date of restoral.
5. Provide a CALNET Service Outage Summary to the CALNET CMO within five (5) Business Days of a request by the CALNET CMO. Information for this summary shall include:
- a. High-level event summary;
  - b. Identify service types affected;
  - c. Provide number and location of sites impacted;
  - d. Identify Customers departments (local and State) impacted;
  - e. Timeline of events;
  - f. Explain outage cause; and,
  - g. Provide mitigation plan.

The Contractor shall provide a detailed description of its "Network Outage Notification Process and Procedures" document in MS Word 2013 or higher format within 60 calendar days of receipt of the Contractor's first IFB C4A1LEG18 Service Request, or prior to the Contractor's commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The Contractor shall submit a single "Network Outage Notification Processes and Procedures" to be used for all Categories awarded to the Contractor as a result of this IFB C4A1LEG18. The Network Outage Notification Process and Procedures require CALNET CMO approval.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

### L.3.4 ESCALATION PROCESSES

#### L.3.4.1 CALNET CMO Escalation Process

The Contractor shall provide a CALNET CMO Escalation Process to be used for all Categories awarded to the Contractor as a result of this IFB C4A1LEG18 within 60 calendar days of receipt of the Contractor's first IFB C4A1LEG18 Service Request, or prior to the Contractor's commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The CALNET CMO Escalation Process requires CALNET CMO approval. The CALNET CMO Escalation Process shall include the detailed process for escalating issues within the Contractor's organization. The CALNET CMO reserves the right to require changes to the Escalation Process prior to approval. The CALNET CMO Escalation Process shall:

1. Include the Contractor's escalation hierarchy list which includes the contact information for the responsible individuals including title/responsibility, office number, cell number and email address who will be available 24x7x365 to resolve all escalation issues for the following types of issues;
  - a. Global Contract issues;
  - b. Service failures; and,
  - c. Specific Customer issues within the Contractor's organization
2. Provide an escalation list that includes at least three (3) levels above the Customer escalation;
3. Remain posted on the Private Oversight Website (Section L.10.2) throughout the Contract Term; and,
4. Keep the posted CALNET CMO Escalation Process information current throughout the Contract Term.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.3.4.2 Customer Escalation Process

The Contractor shall provide a Customer Escalation Process to the CALNET CMO to be used for all Categories awarded to the Contractor as a result of this IFB C4A1LEG18 within 60 calendar days of receipt of the Contractor's first IFB C4A1LEG18 Service Request, or prior to the Contractor's commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The Customer Escalation Process requires CALNET CMO approval. The Customer Escalation Process shall include the Customer process for escalating issues within the Contractor's organization. The CALNET CMO reserves the right to require changes to the Escalation Process prior to approval. The Customer Escalation Process shall:

1. Include the Contractor's escalation hierarchy list which includes the contact information for the responsible individuals including title/responsibility, office number, cell number and email address who will be available 24x7x365 to resolve Customer escalation issues;
2. The Contractors shall provide a minimum of three (3) levels of escalation;
3. Remain posted on the Contractor's CALNET Public Website (Section L.10.1) throughout the Contract Term; and,
4. The Contractor shall keep the Customer Escalation Process for Customer's information current throughout the Contract Term.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.3.5 TECHNICAL RESOURCES

The Contractor shall provide technical resources in sufficient quantity to support the CALNET Legacy 4 contracted services, as mutually agreed to by the Contractor and the CALNET CMO.

The Contractor's technical resources assigned to provide support to both the CALNET CMO and the CALNET Legacy 4 Customers shall possess a thorough knowledge of the following:

1. The Contractor's network design;
2. Network trends;
3. CALNET Legacy 4 services;
4. Root causes of network failures;
5. Network monitoring tools;
6. Industry trends;
7. Capacity planning; and,
8. Network security.

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

The Contractor shall provide the CALNET CMO with a Contractor's Customer Service Center management resource available to respond to the CALNET CMO inquiries regarding CALNET Legacy 4 service outage issues.

The Contractor shall provide contact information for the Customer Service Center Manager within 60 calendar days of receipt of the Contractor's first IFB C4A1LEG18 Service Request, or prior to the Contractor's commencement of any Conversion Plan, occurring under this Contract, whichever occurs first. The contact information shall include:

1. Title;
2. Job Description; and,
3. Contact information.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### **L.4 DATA MANAGEMENT AND STANDARDIZATION**

The purpose of this Section L.4 is to standardize data throughout the CALNET Legacy 4 Contract and define the rules for referencing and reporting on the data. The Contractor shall be required to utilize the State prescribed data standards as defined in this Section L.4. In defining the data criteria, the State seeks to establish a level of accuracy, consistency, reliability and completeness in CALNET Legacy 4 data. The Contractor shall comply with the State Data Management and Standardization requirements.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

##### **L.4.1 CUSTOMER NAMING CONVENTIONS**

The Contractors shall use the most current version of the State maintained list of CALNET Customer Names and Customer Codes provided in the CALNET Data Guidelines, Appendix C. The Customer Names and Customer Codes shall be used on all service provisioning documentation, tools, reports, or as directed by the CALNET CMO.

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

##### **L.4.2 DATA EXCHANGE**

The method of data exchange for standardized data/reports shall be provided by the CALNET CMO within 30 calendar days of Contract Award defined within each report specification. The Contractor shall support the data exchange methods described below for standardized data and reports.

1. File Upload Process via CALNET Automated Management System (CAMS) web application operated by the State;
2. Secure File Transfer Protocol (SFTP): Pipe-Separated Value (PSV) exchanged via a server operated by or on behalf of the State; and,
3. The Contractor shall provide CALNET data and reports through private portal, secured email, encrypted USB drive or other media sources as requested by the State.

For ad-hoc reports the method of exchange will be determined by the State at the time of the request.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.4.3 CALNET AUTOMATED MANAGEMENT SYSTEM (CAMS)

CAMS is a web application the State uses for housing key CALNET contractual data to maintain and support the CALNET Program. As the CALNET program integrates new services, the State must continue to phase business process automation into CAMS to strategically enable business control, metric visibility, and to optimize the flow of information between the Contractors and the State.

The Contractor shall use the CAMS File Upload User Interface (UI) to submit data to the CALNET CMO as directed. In addition, the Contractor shall convert documents into data text file format as directed.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.4.4 DATA FIELDS

The data fields for management and oversight of the CALNET Legacy 4 Contract are defined in the CALNET Legacy 4 Glossary (SOW Appendix A) and/or the CALNET Data Guidelines, Appendix C. The State reserves the right to make modifications or additions to the data fields in the Glossary (Appendix A). These fields shall be utilized by the Contractor when referencing all CALNET Legacy 4 data.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.4.5 CALNET DATA GUIDELINES

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

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.4.6 DATA REPORTING REQUIREMENTS

The Contractor shall meet the following data requirements on reports and data text files defined within these SOW Business Requirements and the CALNET Data Guidelines, Appendix C.



1. The Contractor shall provide data that allow the State to perform the following oversight functions:
  - a. Identification and Validation of products/services and rates;
  - b. Compilation of statistics on products/services from a high level to a detailed level;
  - c. Development of inventory and expenditure reports;
  - d. Development of products/services trend reports;
  - e. Identification and Validation of the Contractor's Customer Billing (to include all charges, service taxes, surcharges, and surcredits, refunds, and adjustments);
  - f. Identification and Validation of Administrative Fee; and,
  - g. Validate Service Level Agreement Compliance.
2. The Contractor shall provide Initial Service Catalog data within 30 calendar days of Contract Award, and any revisions to Service Catalogs within 30 calendar days of CALNET CMO approval of Catalog B.
3. The Contractor shall provide the Management and Oversight Compliance Data (Section L.4.10) within 60 calendar days of receipt of the Contractor's first Service Request related to this IFB C4A1LEG18, or prior to the Contractor's commencement of any Conversion Plan under this Contract, whichever occurs first;
4. The Contractor shall provide ad hoc reports as requested by the CALNET CMO in writing at no cost to the State and acknowledge within 48 hours of receipt of request to determine the time frame agreed upon between the Contractor and the CALNET CMO;
5. The Contractor shall provide monthly CALNET Management and Oversight Compliance Data (Section L.4.10) to the State within 60 calendar days of the end of each reporting period unless otherwise defined;
6. The Contractor shall provide Management and Oversight Compliance Data to the State even when there is no activity for the reporting period;
7. The Contractor shall ensure Management and Oversight Compliance Data includes all services provided under this Contract relative to that reporting period;
8. Data on all Management and Oversight Compliance Data shall include data from Subcontractors and Affiliates relative to that reporting period;
9. The Contractor shall identify non-contracted items on Management and Oversight Compliance Data by flagging "CALNET Flag" column (field) as "N" for those reports that contain the "CALNET Flag" field.
10. The Contractor shall provide a unique Catalog ID for each product line item in Service Catalog Data that shall not be duplicated across the Contractors Categories/Subcategories and shall follow the defined format provided within the CALNET Data Guidelines, Appendix C.

11. The Contractor shall update Service Catalog Data and Management and Oversight Compliance Data to align with any changes made to the application of Administrative Fee charges on Contracted services. This shall be done at the request of the CALNET CMO, and the CALNET CMO must approve all changes;
12. The Contractor shall proactively correct and resubmit all inaccurate and/or incomplete reports to the CALNET CMO to ensure compliance with reporting requirements within 30 calendar days of notification;
13. The Contractor shall provide reports in MS Excel or MS Access format as required by the State (version 2013 or higher). Report formats will be defined in each report specification or request; and,
14. All data formats shall be approved by the State and no changes shall be made to the data fields, format or headings within data files or reports without prior written consent of the State.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.4.7 DATA RETENTION

All CALNET data and reports shall be retained and maintained by the Contractor in a secure environment for the periods identified in the PMAC General Provisions Telecommunications, Section 44, *Examination and Audit*.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.4.8 DATA ACCURACY AND ACCOUNTABILITY

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

The Contractor shall provide accurate and complete data prior to providing or publishing the following to the CALNET CMO:

1. Product/service catalogs;
2. Customer Invoices;
3. Management and Oversight Compliance Data; and
4. Ad-hoc data and reports requested by the CALNET CMO.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.4.9 SERVICE CATALOG DATA

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

L.4.9.1 Initial Service Catalog Data

The Contractor shall provide their Initial Service Catalog Data within 30 calendar days of Contract Award. This Initial Service Catalog Data shall include all services and products along with descriptions and pricing. The Contractor shall provide Initial Service Catalog Data in two (2) files. One file shall contain the high level Service description information. The other file shall contain all product specific information including product descriptions and pricing.

Initial Service Catalog Data shall follow the reporting data specifications defined in the CALNET Data Guidelines, Appendix C.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.4.9.2 Service Catalog Revisions Data

The Contractor shall provide Service Catalog Revision Data within 30 calendar days of the effective date of any amendment or any other change to Catalog B as approved by the CALNET CMO. This Service Catalog Revision Data shall be the identical format of the Initial Service Catalog text files and contain the complete catalog information including any changes that has been updated to the Service Catalog, to include any adds, changes, or deletes to the catalog information.

Service Catalog Revision Data shall follow the reporting data specifications defined in the CALNET Data Guidelines, Appendix C.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.4.10 MANAGEMENT AND OVERSIGHT COMPLIANCE DATA

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

L.4.10.1 Inventory Data

The Contractor shall provide an Inventory Data file of all CALNET Legacy 4 Inventory to the CALNET CMO as requested by the State (not to exceed once per quarter per calendar year). This data file shall include each Customer's contracted services and features including zero dollar items (those that are not billed) and provide current quantities. For quantities that are usage based, the quantity reported shall represent the total usage for the month being reported. The data file shall represent a snapshot of the Contractor's total inventory on the last day of the Service Month being reported.

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.4.10.2 Location Data

The Contractor shall provide a Locations Data file to the CALNET CMO as requested by the State (not to exceed once per quarter per calendar year). This data shall include service location data for the following actions:

1. New services (e.g. installs, adds and transitions);
2. Service location updates (e.g. moves); and,
3. Service disconnects or deletes.

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

Service location information shall be reported within 60 calendar days of a change taking place.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.4.10.3 Services Billed Data

The Contractor shall provide a Services Billed by Charge Type Data file of the Contractor's billed CALNET services to the CALNET CMO on a monthly basis. The data file shall provide monthly billing detail for all Product IDs, including both services and features for the Service Month being reported.

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

L.4.10.4 Summary of Expenditures by Service Report

The Contractor shall provide a Summary of Expenditures by Service Report to the CALNET CMO on a monthly basis. The report shall include a summary of total charges by Customer and Service Type for the Service Month being reported.

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_ No\_\_\_\_\_*

## **L.5 USAGE BASED ROUNDING**

Within 60 days of Contract award, the Contractor shall work with the State to develop a plan to define a usage based four-digit rounding process to ensure accurate charges are collected.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

## **L.6 BILLING AND INVOICING**

### **L.6.1 BILLING AND INVOICING REQUIREMENTS**

The Contractor's invoices shall reference the Contract Number and provide a breakdown and explanation of all charges as specified throughout this Section L.6.1. Payments to the Contractor will only be issued for receipt of valid and approved invoices.

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

Any duplicate Product Identifiers appearing in the Bidder's IFB C4A1LEG18 response shall provide the exact same service, feature, and functionality at the same cost with the same limitations, including Monthly Recurring Charge (MRC), Non-Recurring Charge (NRC), and Change Charges.

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

The Contractor shall integrate Affiliate's and Subcontractor's billing data into the Contractor's consolidated Billing and Invoicing application, creating one (1) inclusive invoice to the Customer. With the coordination and consolidation of invoices, the Contractor, its Affiliates and Subcontractors will establish processes and procedures to avoid errors.

The Contractor shall NOT comingle CALNET Contracts onto the same invoice without prior approval from the CALNET CMO.

The Contractor shall:

1. Maintain a secure password protected web-based Billing and Invoicing application which delivers integrated monthly invoices to Customers including services provided by the Contractor, its Subcontractors and Affiliates;
2. Allow the CALNET CMO access to Customer accounts with the ability to view and analyze Billing and Invoicing information through the web-based Billing and Invoicing application, including account history;

3. Provide within the Billing and Invoicing application the ability to download/export data into an MS Excel 2013 or higher version document;
4. Bill all features of a contracted service onto one (1) invoice, appearing under one (1) Billing Telephone Number (BTN)/Circuit ID/Working Telephone Number (WTN) within one (1) Billing Account Number (BAN);
5. Generate monthly invoices to Customers that are accurate and provide sufficient data for the Customer to validate and reconcile in a timely manner;
6. Distribute invoice(s) to authorized Customer within 15 Business Days of the end of the monthly billing cycle;
7. Utilization of the Customer Naming Conventions described in Section L.4.1;
8. Allow new fields to be added as mutually agreed by the Contractor and State;
9. Initiate billing once services and/or features are fully functional. Identifying the Service Request number in all applicable sections of the initial invoice or subsequent associated invoices as described in Section L.2.5.4, *Provisioning and Implementation*;
10. Not bill for any portion of an unbundled service until all components of the service are fully functional as described in Section L.2.5.4, *Provisioning and Implementation*.
11. Invoice all per minute usage-based services for the first minute in whole and in six (6) second increments or less thereafter;
12. Ensure necessary invoice modifications occur no more than 30 calendar days following Contract amendment signature;
13. Post and identify Adjustments on invoices (i.e. credits, debits, SLAs) and provide applicable cross referencing information (e.g. Trouble Ticket number) and/or Product Identifier;
14. Identify late payment charges on the invoice and upon request, provide proof that the late payment charge is valid;
15. Provide the URL for the Billing and Invoicing application to the CALNET CMO and post link to the Contractor's CALNET Public Website (Section L.10.1) within 60 calendar days of Contract Award;
16. Not bill for, and the Customer shall not be responsible for, usage charges that are a result of the failure of the Contractor's system to disconnect after a caller hangs up, as applicable;
17. Invoice in arrears. The State is only authorized to pay for services that have been rendered as stated in SAM 8422.1;
18. Flag or identify non-CALNET contracted charges on the Customer web-based and/or paper invoice as approved by the CALNET CMO. The Contractor shall not apply SAAF to non-CALNET contracted charges; and.
19. The Contractor shall apply the SAAF rate to identified items as a surcharge that shall appear separately on the Customers invoice in the Itemized Taxes, Fees and Surcharges section or within a location on the invoice mutually agreed to by the CALNET CMO and the Contractor.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.6.1.1 Invoice Content Requirements

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.6.1.2 Minimum Invoice Content Requirements.

L.6.1.2.1 Content for Initial Invoice Page:

1. Billing Account Number (BAN) or equivalent;
2. Contract Number;
3. Invoice Number;
4. Invoice Date;
5. Current Charges;
6. Previous Charges – the amount reflecting any unpaid charges from previous invoice(s) that has been carried forward;
7. Total Amount Due;
8. Payment(s);
9. Adjustments; and,
10. Toll-Free Support Line

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.6.1.2.2 Content for Non-Recurring Charges (NRC)

1. Install Date;
2. Service Request Number or equivalent; and,
3. Service Installation Address.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.6.1.2.3 Content for Remittance Slip

1. The Contractor Name;
2. Remittance Address;

3. Contract Number;
4. Invoice Number;
5. Invoice Date;
6. Current Charges;
7. Total amount Due; and,
8. Payment Due Date.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.6.1.2.4 Additional Required Invoice Content

1. BTN, Circuit ID, WTN or equivalent;
2. Product ID;
3. Feature Name;
4. Quantity;
5. Billing Period – The billing cycle for which the MRC applies;
6. Charge – the MRC for each unique Product ID;
7. Usage Charge – to include Call Detail Record if applicable;
8. Adjustments;
9. Itemized Taxes, Fees and Surcharges – provided at the BTN, WTN, circuit (or equivalent) level; and,
10. Service Locations.

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

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.6.2 INVOICE DELIVERY METHODS

The Contractor shall provide invoicing as identified below.

1. Web-based (Paperless) – secure password protected; and,
2. Paper – double sided print required.

The Contractor shall issue a paper Remittance Slip free of charge for payment processing.

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



*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

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

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

Customers may request:

1. Complete turn off of all paper with the Customer printing invoices, invoicing detail and Remittance Slip online through the Contractor's web-based application.
2. Partial turn off of paper with the Customer printing invoices, invoicing detail as stated above and the Contractor providing a paper Remittance Slip delivered by the United States Post Office.

The Contractor shall:

1. Provide complete instructions for Web-based Paperless Invoicing Delivery Options to the CALNET CMO within 60 calendar days of Contract Award and to Customers prior to implementation;
2. Establish a monthly invoice email notification, which is delivered to the Customers identified email addresses;
3. Include URL or access link on the email notification directing Customers to their online invoice for viewing and printing;
4. Provide the ability for an authorized Customer to identify additional employees email addresses, allowing multiple notifications for a single BAN; and,
5. Waive late payment charges if related to delivery failure of the Paperless Invoicing Delivery Options.

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.6.3 INVOICING SUPPORT

The Contractor shall provide to Customers:

1. Invoice Support to Customers. Problem resolution or status update must be provided within 24 hours of initial notification;
2. A toll-free support telephone number as a single point of contact;
3. Investigation and resolution of systemic invoicing errors when they are identified;

4. Staff resources with the necessary skill levels to support invoicing services;
5. Invoice support from 8:00 a.m. to 5:00 p.m., Monday through Friday; and,
6. Invoice support from location(s) within the United States.

The Contractor shall provide to the CALNET CMO:

1. A designated contact for Billing and Invoicing to support the Billing and Invoicing Requirements;
2. A designated escalation manager, at least one (1) level higher than designated contact for Billing and Invoicing, to support the Billing and Invoicing Requirements; and,
3. Written notification to the CALNET CMO for any variations (e.g. temporary Product Identifiers, tax errors, incorrect billing of Product Identifiers, fraudulent activity) that may affect the Customer's invoices. Notification shall be provided through email within five (5) Business Days from identification.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.6.3.1 Customer Forums

Upon request from the CALNET CMO, the Contractor shall make its representatives available to participate at user forums which include answering questions and documenting issues raised by the CALNET CMO and Customer's. The Contractor shall provide a written report of the user forum that identifies Contract issues discussed and status including timeframes for issue resolution via email within five (5) Business Days.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.6.4 BILLING DISPUTES AND ADJUSTMENTS

Should the State or any Customer dispute, in good faith, any portion of the invoiced amount due, the Customer shall notify the Contractor in writing of the nature and basis of the dispute as soon as possible. In the event the dispute is not resolved prior to the invoice due date, the Customer may deduct the disputed amount from the amount due. No late payment charges shall apply to the disputed amount. All parties agree to use their best efforts to resolve disputes in a timely manner.

The Contractor shall resolve billing disputes by issuing adjustments for the full amount or provide acceptable evidence the disputed amount should not be adjusted. The Contractor shall resolve billing disputes within the following timeframes:

1. Adjustments equal to or less than \$15,000 shall have the billing resolution within 30 calendar days of submission.
2. Adjustments greater than \$15,000 shall have the billing resolution within 60 calendar days of submission.

Adjustments shall be posted on the next applicable invoice from date of resolution. Escalation for dispute resolution will be directed to the CALNET CMO if either party deems necessary. Unresolved Billing Disputes exceeding one (1) year shall remove the Contractor's rights to back billing.

The Contractor shall provide an Open Disputes Report to the CALNET CMO within 15 Business Days in an MS Excel 2013 or higher document with columns listing the age of the dispute in calendar days (31-45), (46-60), (61-90) and 90+, rows with dispute value ranges (0-\$5,000), (\$5,000-\$15,000), (\$15,000-\$25,000), (25,000-\$50,000) and over \$50,000, and with each cell containing the following: By IFB, Category, Customer, Quantity of open disputes and value of open disputes. The Open Disputes Report is only required upon CALNET CMO request.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.6.5 BACK BILLING AND BILLING CREDITS

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

The Contractor shall provide Customer billing credits for up to three (3) years from the time of invoice billing date for any invoicing errors requiring a credit adjustment. The Contractor shall issue credit adjustment within 30 – 60 calendar days of CALNET CMO or Customer notification.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.6.6 SYSTEMIC INVOICING ERRORS

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.6.7 INVOICING REFUND

The Contractor shall provide a refund when there is a credit on a closed account. Customers shall not be responsible for refund initiation and the refund is to be reflected on the Billing Account Number (BAN) or as mutually agreed upon by both parties.

Refund checks shall be issued to Customer within 60 calendar days of the date of account closure.

Refund checks shall be reflected in the Adjustments section of the invoice for tracking purposes. Refund checks will include the associated BTN/Circuit ID/WTN and Customers' Service Request number when applicable.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.6.8 SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS

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

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

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

The Contractor shall provide CALNET with valid exemption certificate(s) to complete on behalf of the State as identified in SOW Appendix B, Special Terms and Conditions – Legacy, Section S, *Service Taxes, Fees, Surcharges, and Surcredits*, within 30 calendar days of Contract Award.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.6.9 INVOICING FRAUD

The Contractor shall perform fraud detection, monitoring and prevention services that are consistent with industry common "best" practices on a 24x7x365 basis to reduce the State's vulnerability to fraudulent activities.

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

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.6.9.1 Fraud Detection and Monitoring Services

Bidders shall notify the CALNET CMO of fraudulent activities identified or reported pertaining to the services described in the SOW Technical Requirements. Some examples of fraud are provided below.

1. Subscription fraud;
2. Fraud based on loopholes in technology;
3. Fraud based on new technology;
4. Cramming;
5. Slamming (e.g. WTN or port),
6. Long Call Duration Calls or numerous inbound Toll-Free calls;
7. Switch Reprogramming;
8. Long Distance Toll fraud;
9. Clip-on – use of instrument to divert line;
10. Intrusion fraud; and,
11. Collect Calls to Call Office.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.6.9.2 Fraud Prevention

The Contractor shall take a proactive approach in developing methods to prevent, detect and report fraudulent use of services.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.6.9.3 Fraud Notification

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

The Contractor shall:

1. Notify the CALNET CMO and each customer that is affected of suspected or real fraud violations within 24 hours of when such determination is made and when additional pertinent information becomes available; and,
2. Provide and deliver written Fraud Notification(s) containing all elements identified below, to the CALNET CMO via email. The Contractor shall provide a sequence number for multiple notifications until Final Fraud Incident Notification is provided.

Notification Elements	Description
Title	Fraud Incident Notification
Date	Date in which the written notification was issued and sent to the CALNET CMO
Name	Contractor Name
Subject	Identify type of Fraud detected and notification sequence number
Contents	Date and time fraud incident was detected, Category and Customer(s) Affected, Description of fraudulent activity; including the type of fraud, information or access that was compromised and other pertinent information
Resolution Date	Date incident was closed satisfying the CALNET CMO needs; to be included on Final Fraud Incident Notification
Value	Total dollars involved in Fraud Incident; to be included on Final Fraud Incident Notification
Corrective and Preventive Measures	Actions and steps taken by the Contractor to correct and prevent future incidents; to be included on Final Fraud Incident Notification

The CALNET CMO reserves the right to change the Fraud Notification elements.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

**L.6.10 EXAMINATION AND AUDITS**

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

The Contractor shall provide billing records within 30 calendar days of receipt of request from the CALNET CMO. Refer to PMAC General Provisions – Telecommunications, Section 44, *Examination and Audit* for additional requirements.

Under certain and special conditions, the Contractor shall provide State auditing and/or investigative agencies (i.e., Bureau of State Audits, Department of Justice, court orders, or other law enforcement agencies) with copies of billing records without Customer authorization for audit purposes at no cost to the State or Customer.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

## **L.7 STATE ASSOCIATED ADMINISTRATIVE FEE (SAAF)**

The Contractor shall, on behalf of the CALNET Contract, bill and collect the State Associated Administrative Fee (SAAF) from Customers on a monthly basis throughout the life of the Contract excluding taxes and freight. The total SAAF collected for each month shall be remitted to the California Department of Technology no later than 60 calendar days after the billing cycle of the following month. Prices shall reflect State Contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

The SAAF is determined by the CALNET CMO for all services, Equipment, products or features ordered under this Contract. The CALNET CMO may consider applying percentages and/or flat rates (or a combination thereof) to services as alternative methods with the final determination made by CALNET CMO. Refer to PMAC General Provisions – Telecommunications, Section 69, *Administrative Fee*, for additional requirements.

1. The Contractor shall apply the Administrative Fee rate to all of the Contractor's services as a surcharge that shall appear on Customers invoice in the Itemized Taxes, Fees and Surcharges section;
2. The Associated Administrative Fee shall be identified as SAAF;
3. The Contractor shall calculate the SAAF from the Catalog A pricing only;
4. SAAF shall not be calculated on or applied to any taxes, fees, surcharges, and surcredits;
5. The SAAF rate may change during the Contract Term as determined by the CALNET CMO;
6. The CALNET CMO will provide the contractor with notice of any changes to the SAAF rate at least 60 calendar days prior to the effective date of the new SAAF rate;
7. The Contractor shall round billing in accordance with Section L.5, *Usage Based Rounding* to substantiate the SAAF;
8. The Contractor shall remit a single monthly Electronic Fund Transfer (EFT) as payment to the California Department of Technology based on the SAAF billed to Customers;
9. The Contractor shall remit the total SAAF collected for each month to the California Department of Technology no later than 60 calendar days after the billing cycle;
10. The Contractor shall provide an SAAF notification of remittance to the CALNET CMO via email or other electronic means as directed by CALNET CMO. Notification shall include the following:
  - a. Contract Number;
  - b. Category/Subcategory;
  - c. Contractor Name;
  - d. Date of remittance;
  - e. Amount of SAAF;
  - f. Service Month;
  - g. Total expenditures; and
  - h. Total Amount of SAAF.

11. The Contractor shall document and report adjustments to SAAF monies as an Adjustment on subsequent reports including those identified in Section L.4, *Data Management and Standardization*,

12. The Contractor shall not apply any taxes, fees, surcharges, and surcredits to the SAAF; and,

13. The Contractor shall not apply SAAF to non-CALNET products or services.

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

Within 60 calendar days of Contract Award, the Contractor shall document and provide CALNET CMO with their processes for collecting, remitting, and reporting the SAAF.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

## **L.8 CONTRACTED SERVICE PROJECT WORK**

Contracted Service Project Work is defined as either Coordinated or Managed as described in the remainder of this Section L.8.

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

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

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

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

### **L.8.1 COORDINATED PROJECT WORK**

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

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

1. Voice installations between 48 and 120 lines;
2. Data services between ten (10) and twenty (20) circuits or UNI's; and,
3. Where services require a level of complexity for planning and implementation.



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

1. Respond to the Customer to discuss and/or obtain additional preliminary information regarding the project within one (1) Business Day after receipt of the Customer approved Service Request (Section L.2.5.4, *Provisioning and Implementation*);
2. Meet with the Customer to discuss the project scope and detail within five (5) Business Days of receipt of the Customer approved Service Request; and,
3. Provide a project "Scope of Work" to the Customer no more than ten (10) Business Days following receipt of Customer's approved Service Request. The Scope of Work shall include:
  4. General project summary;
  5. Definition of each project task(s);
  6. Project schedule of tasks with negotiated individual service(s) start and completion dates. The Provisioning Service Level Agreement applies to the individual service, negotiated install dates.
  7. Contractual service elements (planning, applicable design, engineering, testing, termination, installation and Customer service End-User training);
  8. Project Deliverables;
  9. Acceptance criteria and process;
  10. Project risk(s);
  11. Customer required activity to prepare site for service installation; and,
  12. A complete set of itemized CALNET Legacy 4 costs including non-recurring and monthly recurring charges.

Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_

L.8.1.1 Coordinated Project Minimum Reporting Requirements:

1. The Contractor shall develop, maintain, and update all project documents and distribute to the Customer. The Contractor shall provide the CALNET CMO copies upon request;
2. The Contractor shall provide the Customer with written status reports that are updated at intervals agreed upon between the Customer and the Contractor. The status reports shall include:
  - a. Project Name;
  - b. Status of major milestones;
  - c. Update on identified project risks; and,
  - d. An updated project schedule that clearly depicts progress to date.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

## L.8.2 MANAGED PROJECT WORK

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

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

1. Voice installations exceeding 120 lines;
2. Data Service Requests exceeding 20 circuits or UNI's;
3. Service Requests exceeding 5 locations;
4. Locations where the State has determined consolidated service is the most efficient way to provide service to a specific community of interest;
5. New building Facilities and/or relocations;
6. Data network Migration/consolidation; and,

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

1. Assign a dedicated Project Manager, with knowledge of CALNET Legacy 4 terms and conditions and the State's provisioning practices for telecommunication services. The Project Manager will work and coordinate directly with the Customer. The Project Manager will be available to meet with the CALNET CMO upon request;
2. Respond to the Customer to discuss and/or obtain additional preliminary information regarding the project within one (1) Business Day after receipt of the Customer approved Service Request (Section L.2.5.4, *Provisioning and Implementation*);
3. The Contractor's Project Manager shall meet with all stakeholders (e.g., the Contractor, the Customer) within five (5) Business Days of receipt of the Customer approved Service Request. The purpose of this meeting will be for the Contractor's Project Manager to clarify his/her understanding of the project scope and identify the information needed to establish due dates and develop a project schedule. Upon a CALNET CMO request, the Contractor shall provide a copy of the Customer's Service Request(s) for review;
4. Provide a project "Scope of Work" to the Customer no more than ten (10) Business Days following receipt of Customer's approved Service Request. The Scope of Work will include:
  - a. General project summary;
  - b. Definition of each project task(s);
  - c. Project schedule of tasks with negotiated individual service(s) start and completion dates. Provisioning Service Level Agreement applies to the individual service, negotiated install dates;
  - d. Contractual service elements (planning, applicable design, engineering, testing, termination, installation and Customer Service End-User training);

- e. Project Deliverables;
  - f. Acceptance criteria or process;
  - g. Project risk(s);
  - h. Customer required activity to prepare site for service installation; and,
  - i. A complete set of itemized CALNET Legacy 4 costs including non-recurring and monthly recurring charges.
5. The Contractor's Project Manager shall provide a copy of the Customer's Scope of Work to the CALNET CMO, upon request.

Managed Project Minimum Reporting Requirements:

1. The Contractor shall use MS Project or other agreed scheduling software.
2. The Contractor shall develop, maintain, update all project documents, and distribute to the Customer. The Contractor shall provide copies to the CALNET CMO upon request.
3. The Contractor's Project Manager shall provide the Customer status reports that are updated at intervals agreed upon between the Customer and the Contractor. If so requested, the Project Manager will provide these reports to the CALNET CMO. The status reports shall include:
  - a. Project Name;
  - a. Status of major milestones;
  - b. Update on identified project risks; and
  - c. An updated project schedule that clearly depicts progress to date.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

## **L.9 INDIVIDUAL PRICING REDUCTIONS (IPR)**

### **L.9.1 IPR GENERAL PROVISIONS**

The Contractor may enter into price negotiations with CALNET Legacy 4 Customers or the CALNET CMO. These price negotiations allow the Contractor to reduce prices with a Customer for one (1) or more services by location(s). The Contractor may also enter into an Individual Price Reduction (IPR) with the CALNET CMO, on behalf of CALNET Customers, which shall establish lower CALNET rates based upon, but not limited to; a) geographic area or location(s); b) for one (1) or more Customers; and/or c) by service quantity thresholds.

CALNET Legacy 4 allows for two (2) different IPR scenarios: Standard IPR or Duration IPR.

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

1. The Contractor shall submit to the CALNET CMO an electronic copy of the signed IPR Agreement (IPRA) (Appendix E, IPRA) document consisting of an analysis of current Contract pricing and proposed IPR pricing within five (5) Business Days of Customer signature;
2. The Contractor shall complete an Appendix E, Individual Price Reduction Agreement when offering Customers pricing below the CALNET catalog rates;
3. An IPRA must be signed by the Contractor and Customer. The IPRA becomes effective on the date that it is signed by both parties, unless otherwise noted for a future date in the IPRA document;
4. All Contract requirements, terms and conditions, including Service Level Agreements, will remain unchanged. The Contractor shall not include additional requirements or terms and conditions within the IPRA;
5. No additional service taxes, fees, surcharges or surcredits will be allowed except as described in Section L.6.8, *Service Taxes, Fees, Surcharges, and Surcredits*, and SOW Appendix B, Special Terms and Conditions – Legacy, Section S, *Service Taxes, Fees, Surcharges, and Surcredits*;
6. Once a Standard or Duration IPRA is approved by the Contractor and the Customer, the Contractor shall not cancel or increase the reduced pricing during the Contract Term for service(s) listed in the IPRA;
7. All approved IPRA's shall remain in effect when options to extend the Contract are exercised by the State;
8. All IPRA's shall be subject to examination and audit pursuant to PMAC General Provisions – Telecommunications, Section 44, *Examination and Audit*;
9. The IPRA and information regarding the approved IPR service rate(s) shall be subject to the California Public Records Act;
10. Implementation of an approved IPRA does not require reduction of Contracted rate(s) for service(s), pursuant to SOW Appendix B, Special Terms and Conditions – Legacy, Section I, *Most Favored Nation* Status of State. However, if Contracted rate(s) are amended and reduce 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.
11. The Contractor shall obtain CALNET CMO approval to automate the IPRA form before implementing any changes; and,
12. The CALNET CMO shall require the Contractor to correct any IPRA's that do not comply with the requirements of this contract. Corrections shall be completed within 30 calendar days of CALNET CMO written notification.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.9.2 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 duration of the Contract;

2. Standard IPRs shall be for reduced service pricing only;
3. The 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 the Standard IPR is signed by both the Customer and Contractor, through the remainder of the duration of the Contract unless services are terminated earlier by the Customer or the CALNET CMO in accordance with the terms and conditions of the Contract.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

#### L.9.3 DURATION IPRs

The following provisions apply to Duration IPRs:

1. The Contractor may offer individual price reductions that require duration commitments. Duration IPRs shall be used to reduce pricing and establish Customer duration commitments;
2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the Customer;
3. The Duration IPR service rate(s) shall continue in effect from the date the Duration IPR is signed by both the Customer and Contractor, through the remainder of the Contract Term;
4. The Customer's duration commitment shall not exceed the Contract expiration; and,
5. After the Duration IPRA duration commitment has been met, the Customer can cancel services without being subject to early termination charges. In the event that a Customer elects to terminate service(s) prior to the Customer's duration commitment date for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to the Contractor for an early termination of the Duration IPRA. The amount owed shall be calculated based on the following:
  - a) Monthly difference in the original Contract Rate and the Duration IPR rate multiplied by the number of months the service was used under the Duration IPR;
  - b) Ten percent (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 the Contractor on the date of termination.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

## L.10 MANAGEMENT TOOLS AND REPORTS

The Contractor shall provide management tools and reports to the CALNET CMO and CALNET Legacy 4 Customers.

Unless otherwise indicated by the State in this IFB C4A1LEG18, the Contractor shall utilize data management and standardization requirements as detailed in Data Management and Standardization (Section L.4) and all management tools and reports data shall utilize data management and standardization requirements as detailed in Data Management and Standardization (Section L.4).

1. Contractors who are awarded more than one (1) CALNET Legacy 4 Category may be allowed to comingle their required report data upon approval by the CALNET CMO. Approval may be modified or rescinded by the CALNET CMO.
2. The Contractor's on-line tools shall:
  - a. Be accessible to the CALNET CMO via a secure web based application 24x7x365. The CALNET CMO will have the ability to run custom reports using a data extractable application; and,
  - b. Create password-protected accounts for the Private Oversight Website.

Within 45 Business Days of Contract Award the CALNET CMO shall establish final implementation dates for each tool and report.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

### L.10.1 CONTRACTOR'S CALNET PUBLIC WEBSITE

#### L.10.1.1 Contractor's CALNET Public Website General Requirements

Within 60 calendar days of Contract Award, the Contractor shall provide and maintain a secure CALNET Public Website available 24x7x365, exclusive of maintenance windows.

The Contractor shall work with the CALNET CMO to develop an update processes which will include collaborative drafting, review, and approval of format and content between the CALNET CMO and the Contractor to ensure a consistent look and feel between all Contractors.

All information, data, forms, and links must be approved by the CALNET CMO before being posted to the Contractor's CALNET Public Website.

The Contractor's CALNET Public Website shall contain only information related to CALNET services awarded to the Contractor.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.10.1.2 Contractor's CALNET Public Website Functionality

The Contractor shall provide a Public Website that includes the following:

1. Catalog B as described in IFB C4A1LEG18 Part 1, Section 5.5.1, *Catalog B – Final List of Awarded Items Including State Administrative Fees* for all awarded Contract;
2. Any modifications to the published Catalog B must occur within ten (10) Business Days of the modification notification from the CALNET CMO;
3. PMAC General Provisions – Telecommunications;
4. SOW Appendix C, Special Terms and Conditions – Legacy;
5. Service Level Agreements for all awarded Contracts;
6. Customer's frequently asked questions (FAQs) pertaining to the Contractor's product line;
7. Customer Escalation Process;
8. Link to the California Department of Technology website;
9. Link to the Contractor's web based Billing and Invoicing application;
10. Link to all of the Contractor's CALNET Legacy 4 Trouble Ticket and Reporting Tools via a common web page; and,
11. Customer/End-User Training (see Section L.2.6.1, *Contractor Provided Training*).

Within 60 calendar days of Contract Award, the Contractor shall provide all of the requirements of Section L.10.1, *Contractor's CALNET Public Website General Requirements*, and Section L.10.1.2, *Contractor's CALNET Public Website Functionality*.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.10.2 PRIVATE OVERSIGHT WEBSITE

L.10.2.1 Private Oversight Website General Requirements

Within 60 calendar days of Contract Award, the Contractor shall provide and maintain a secure private website with a separate URL from the Public Website that provides the CALNET CMO 24x7x365 access to the information and tools required to perform Contract oversight.

The Contractor shall work with CALNET CMO management to determine which CALNET CMO staff will be provided access (User IDs) to the Private Oversight Website and the level of access to specific applications.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.10.2.2 Private Oversight Website Functionality

The Private Oversight Website shall provide access to the following for all Contract Awards:

1. CALNET CMO Ad Hoc Reports;
2. Service Level Agreement Reports (Section L.10.5); and,
3. CALNET CMO Escalation Process

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.10.3 WEBSITE MAINTENANCE

The Contractor shall provide Website Maintenance to the Contractor's CALNET Public and Private Oversight Websites (Sections L.10.1 and L.10.2) to ensure accessibility, functionality, and accuracy of all data tools and reports. Routine Website Maintenance shall only be performed outside the business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m.

The Contractor shall notify the appointed CALNET CMO contact within two (2) hours via telephone call or email notification of any emergency Website Maintenance performed during the business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.10.4 TROUBLE TICKET REPORTING TOOL (TTRT)

Within six (6) months of Contract Award, the Contractor shall provide an on-line Trouble Ticket Reporting Tool (TTRT) that shall be accessible by the CALNET CMO and Customers. The TTRT shall be accessible 24x7x365 except for established maintenance windows. A separate trouble ticket shall be opened for each CALNET Legacy 4 circuit, phone number, or service issue.

The TTRT shall have the capability to partition all CALNET Legacy 4 service issues by Customer and the Contractor. The Contractor shall update the trouble ticket with status changes, at least once every eight (8) hours, and as soon as service is restored.

Customers shall have access only to their department's trouble tickets. The level of access shall be determined by the Customer department management.

Customers shall have online access to the complete trouble ticket data for six (6) months after the trouble ticket has been closed.



Customers shall have access to the complete trouble ticket historical data for 12 months after the trouble ticket has been closed upon Customer request. If the Contractor archives trouble ticket data after six (6) months, then historical data shall be delivered in the requested format to the Customer within ten (10) Business Days of the Customer's request.

The Contractor shall provide the CALNET CMO with an authorization level that provides global access to view all CALNET Legacy 4 Customer trouble tickets. Providing the CALNET CMO individual access IDs to each Customer department is not an acceptable solution. Authorized CALNET CMO staff shall have online access to view the complete trouble ticket data for six (6) months after the trouble ticket has been closed. Authorized CALNET CMO staff shall have access to the complete trouble ticket historical data for 12 months after the trouble ticket has been closed upon CALNET CMO request. If the Contractor archives trouble ticket data after six (6) months then historical data shall be delivered in the requested format to the CALNET CMO within ten (10) Business Days of request.

The Contractor's TTRT shall include the ability for Customers to open a trouble ticket on-line or by contacting the Contractor's Customer Service Center (Section L.3.2) and having a Customer Service Representative open the ticket on the Customer's behalf.

The Contractor shall immediately update the ticket within the TTRT for each occurrence of a Stop Clock Condition(s) (SCC).

Each entry of a CALNET SCC shall include SCC name with date and time stamp per occurrence. The SCC date and time stamp shall include the start and stop time per occurrence.

From the date of Contract Award to the time the Contractor achieves compliancy of the TTRT requirements herein, the Contractor must track CALNET Legacy 4 service events in the Contractor's existing trouble ticket tool and provide available data to validate SLA compliance or provide event status upon Customer or CALNET CMO request.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.10.4.1 TTRT Minimum Information Requirements

The TTRT shall collect and provide Customers and the CALNET CMO access to the following data, when applicable:

1. Ticket #;
2. Customer Name;
3. Customer Contact;
4. Customer Contact Info;
5. Service ID;
6. Service Type;

7. Status (e.g., open, closed, hold or canceled);
8. Ticket Open Date;
9. Ticket Open Time;
10. Ticket Closed Date;
11. Ticket Closed Time;
12. Service Address 1 (A);
13. Service Address 2 (A);
14. Service City (A);
15. Service State (A);
16. Service Zip Code (A);
17. Reported Trouble;
18. Outage Duration;
19. Outage Cause;
20. Restore Date;
21. Restore Time;
22. Restoral Activity Performed;
23. Stop Clock Condition (SCC); and,
24. SCC Minutes.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.10.4.2 TTRT Main Screen Functionality

The Contractor's TTRT shall provide a main screen which lists and allows access to each Customer's trouble tickets over the previous six (6) months regardless of trouble ticket status.

The Contractor's TTRT main screen shall provide the ability to sort by the following fields:

1. Ticket #;
2. Customer Name (for CALNET CMO only);
3. Service ID;
4. Ticket Open Date; and,
5. Ticket Closed Date;

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.10.5 SERVICE LEVEL AGREEMENT (SLA) REPORTS

Within 120 calendar days of Contract Award, the Contractor shall provide the CALNET CMO with data necessary to perform SLA compliance oversight in the form of SLA reports. All trouble tickets opened and Service Request installations completed by the Contractor within the first 120 calendar days of the Contract Award shall appear on the initial set of SLA reports. The Contractor shall provide reports and address the SLA reports issues in accordance with the Service Level Agreements detailed in the SOW Technical Requirements.

The Contractor shall keep current and post SLA Reports to the Contractor's Private Oversight Website (Section L.10.2) on a monthly basis. The reports shall be available on the Private Oversight Website in a data extractable application and shall remain 100% accessible to the CALNET CMO for a minimum of one (1) year.

Data on all SLA reports shall include data from Subcontractors and Affiliates relative to that reporting period.

The Contractor shall proactively correct and resubmit all inaccurate SLA reports to the CALNET CMO to ensure accuracy and compliance with the requirements.

The Contractor shall provide network statistics or other applicable data to be used by the CALNET CMO to validate catastrophic outage SLA compliance, upon CALNET CMO request.

The Contractor shall provide SLA Reports in Microsoft Excel 2013 or higher as directed by the CALNET CMO. All final report formats shall be approved by the CALNET CMO and no changes shall be made to the data fields, format or headings without prior written consent of the CALNET CMO. All data will line up in one (1) row and use the column headings and data as defined in each report.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

##### L.10.5.1 SLA Service Performance Report

The single SLA report shall include all trouble tickets within 60 calendar days of the trouble ticket service restoral date and provide to the CALNET CMO. The report shall list all trouble tickets with a service restoral date occurring within the reported month, including tickets not qualifying for rebate, except as identified in #2 below. The SLA Report shall include trouble tickets for all services in all Contracts.

The Contractor's SLA Service Performance Report shall:

1. Include all CALNET Legacy 4 trouble tickets in which service was restored or issues resolved within the same reporting month;

2. Identify all trouble tickets qualifying for SLA rights and remedies and identify the appropriate Technical SLA in accordance with the SOW Technical Requirements SLAs. Catastrophic Outage 1, Catastrophic Outage 2, Catastrophic Outage 3 and Provisioning SLAs shall not be included in this report; and,
3. Stop Clock Condition(s) for a single ticket shall be identified within the SCC field. When multiple Stop Clock Condition types apply to a single ticket, they shall be reported and identified within the SCC field. SCC Minutes shall equal the total minutes of all SCCs reported per trouble ticket.

The SLA Service Performance Report shall follow the specifications described below.

1. Report name: "C4PERFORMANCEMMYYYY".
2. Reports that contain no credits being issued to Customers will contain the words "No Data" in the File name. For example: "C4PERFORMANCEMMYYYYNODATA";
3. Report frequency submission shall be monthly; and,

Data Records: the report data fields shall be included as columns on each data record in the order specified in Table L.10.5.1.1 and follow data field specifications as detailed in Appendix A, *Glossary*.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.10.5.1.1 SLA Performance Report Fields

For all trouble tickets opened, Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified in Table L.10.5.1.1.

<b>Table L.10.5.1.1 SLA Performance Report Fields</b>				
<b>Field Order</b>	<b>Data Field Name</b>	<b>Pop</b>	<b>Max Field Length</b>	<b>Data Type and Format</b>
1	SLA Report Period	R	7	Date MM/YYYY
2	Contractor ID	R	10	Text Varies, 10 char max
3	Category	R	2	Number Varies, 2 digit max
4	Ticket #	R	100	Text Varies, 100 char max
5	Service ID	R	100	Text Varies, 100 char max

<b>Table L.10.5.1.1 SLA Performance Report Fields</b>				
<b>Field Order</b>	<b>Data Field Name</b>	<b>Pop</b>	<b>Max Field Length</b>	<b>Data Type and Format</b>
6	Service Type	R	500	Text Varies 500 char max
7	SLA	R	100	Text Varies 100 char max
8	Transport Type	R	50	Text Varies 50 char max
9	Customer Name	R	250	Text Varies 250 char max
10	Service Address 1 (A)	A	255	Text USPS Standard
11	Service Address 2 (A)	A	255	Text USPS Standard
12	Service City (A)	A	50	Text USPS Standard
13	Service State (A)	A	20	Text USPS Standard
14	Service Zip Code (A)	A	10	Text USPS Standard
15	Service Address 1 (Z)	A	255	Text USPS Standard
16	Service Address 2 (Z)	A	255	Text USPS Standard
17	Service City (Z)	A	50	Text USPS Standard
18	Service State (Z)	A	20	Text USPS Standard
19	Service Zip Code (Z)	A	10	Text USPS Standard
20	Ticket Open Date	R	10	Date MM/DD/YYYY
21	Ticket Open Time	R	5	Time (PST) 99:99
22	Restore Date	R	10	Date MM/DD/YYYY
23	Restore Time	R	5	Time (PST) 99:99

Table L.10.5.1.1 SLA Performance Report Fields				
Field Order	Data Field Name	Pop	Max Field Length	Data Type and Format
24	SCC	R	150	Text List of Values: <ul style="list-style-type: none"> <li>• End-User Request</li> <li>• Observation</li> <li>• End-User Not Available</li> <li>• Wiring</li> <li>• Power</li> <li>• Access</li> <li>• Staff</li> <li>• Application</li> <li>• CPE</li> <li>• No Response</li> <li>• Maintenance</li> <li>• Third Party</li> <li>• Force Majeure</li> </ul>
25	SCC Minutes	R	30, 2	Numeric (M, D) <ul style="list-style-type: none"> <li>• Where &lt;M&gt; is the maximum number of digits (30)</li> <li>• And &lt;D&gt; is the maximum number of digits to the right of the decimal point (2).</li> </ul>
26	Outage Duration	R	20, 2	Numeric (M, D) <ul style="list-style-type: none"> <li>• Where &lt;M&gt; is the maximum number of digits (20)</li> <li>• And &lt;D&gt; is the maximum number of digits to the right of the decimal point (2).</li> </ul>
27	Unavailable Time	R	30, 2	Numeric (M, D) <ul style="list-style-type: none"> <li>• Where &lt;M&gt; is the maximum number of digits (30)</li> <li>• And &lt;D&gt; is the maximum number of digits to the right of the decimal point (2).</li> </ul>

Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_

L.10.5.2 SLA Provisioning Report

The Contractor shall provide the SLA Provisioning Report to the CALNET CMO monthly that includes all Service Requests completed in the previous month for CALNET services.

The Contractor's report shall indicate if the Provisioning objectives were not met in accordance with the SOW Technical Requirements Provisioning SLAs. The Provisioning rights and remedies percentage will be identified by the Contractor as 0%, 50% or 100% credit/refund depending on the Contractor's ability to meet the SLA objective.

The SLA Provisioning Report shall include all Service Requests for all Categories awarded to the Contractor as a result of this IFB C4A1LEG18. The Contractor shall ensure no duplicate Service Requests are reported in the same month or across multiple months.

The SLA Provisioning Report provided by the Contractor shall follow the specifications described below.

1. Report name: "C4PROVISIONINGMMYYYY".
2. Reports that contain no credits being issued to Customers will contain the words "No Data" in the File name. For example: "C4PROVISIONINGMMYYYYNODATA".
3. Report frequency shall be monthly.

Data Records: the report data fields shall be included as columns on each data record in the order specified below and follow data field specifications as detailed in Appendix A, *Glossary*.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.10.5.2.1 SLA Provisioning Report Fields

For each Service Request the Contractor shall provide the following information and the data fields shall appear as columns on the report in Table L.10.5.2.1.

Table L.10.5.2.1 SLA Provisioning Report Fields				
Field Order	Data Field Name	Pop	Max Field Length	Data Type and Format
1	Provisioning Period	R	7	Date MM/YYYY
2	Contractor ID	R	10	Text Varies, 10 char max
3	Category	R	2	Number Varies, 2 digit max

<b>Table L.10.5.2.1 SLA Provisioning Report Fields</b>				
<b>Field Order</b>	<b>Data Field Name</b>	<b>Pop</b>	<b>Max Field Length</b>	<b>Data Type and Format</b>
4	SR Number	A	100	Varies, 100 char max
5	Change Type	R	1	Text Varies, "M", "A", "C", or "D"
6	Service ID	R	100	Text Varies, 100 char max
7	Service Type	R	500	Text Varies, 500 char max
8	Customer Name	R	250	Text Varies, 250 char max
9	SR Date	R	7	Date MM/DD/YYYY
10	Due Date	R	7	Date MM/DD/YYYY
11	Change Date	A	7	Date MM/DD/YYYY
12	SCC	R	150	Text List of Values: <ul style="list-style-type: none"> <li>• End-User Request</li> <li>• Observation</li> <li>• End-User Not Available</li> <li>• Wiring</li> <li>• Power</li> <li>• Access</li> <li>• Staff</li> <li>• Application</li> <li>• CPE</li> <li>• No Response</li> <li>• Maintenance</li> <li>• Third Party</li> <li>• Force Majeure</li> </ul>
13	SCC Minutes	R	30, 2	Numeric (M, D) <ul style="list-style-type: none"> <li>• Where &lt;M&gt; is the maximum number of digits (30)</li> <li>• And &lt;D&gt; is the maximum number of digits to the right of the decimal point (2).</li> </ul>



Table L.10.5.2.1 SLA Provisioning Report Fields				
Field Order	Data Field Name	Pop	Max Field Length	Data Type and Format
14	Days PD	A	10	Number Varies, 10 digits max
15	SLA Applied	R	3	Text "Yes" or "No"
16	Provisioning R&R%	R	4	Percentage: 0%, 50%, 100%

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

**L.10.5.3 SLA Catastrophic Outage Report**

Upon Contract Award, the Contractor shall provide Catastrophic Outage Reports on a per occurrence basis. A Catastrophic Outage Report shall be provided to the CALNET CMO within 60 calendar days of the restoral date for each Catastrophic Outage.

Stop Clock Condition(s) for a single ticket shall be identified within the SCC field. When multiple Stop Clock Condition types apply to a single ticket, they shall be reported and identified within the SCC field. SCC Minutes shall equal the total minutes of all SCCs reported per trouble ticket.

The SLA Catastrophic Report shall follow the specifications described below.

1. Report name: "C4CATMMYYYY".
2. Reports that contain no credits being issued to Customers will contain the words "No Data" in the File name. For example: "C4CATMMYYYYNODATA".
3. In the event there are no Catastrophic Outages during the calendar month, the Contractor shall provide a Catastrophic Outage Report reflecting no activity.

Data Records: the report data fields shall be included as columns on each data record in the order specified below and follow data field specifications as detailed in Appendix A, *Glossary*.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.10.5.3.1 SLA Catastrophic Outage Report Fields

For each catastrophic outage event the Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified in Table L.10.5.3.1.

<b>Field Order</b>	<b>Data Field Name</b>	<b>Pop</b>	<b>Max Field Length</b>	<b>Data Type and Format</b>
1	Report Period	R	7	Date MM/YYYY
2	Contractor ID	R	10	Text, Varies 10 char max
3	Category	R	2	Number Varies, 2 Digit Max
4	CAT	R		Text CAT<X> <ul style="list-style-type: none"> <li>• Where &lt;X&gt; is up to one digit</li> <li>• Use "1", "2", or "3"</li> </ul> Ex: CAT1, CAT2 or CAT3
5	Ticket #	R	100	Text Varies, 100 char max
6	Service ID	R	100	Text Varies, 100 char max
7	Service Type	R	500	Text Varies, 500 char max
8	Customer Name	R	250	Text Varies, 250 char mx
9	Transport Type	R	50	Text Varies, 50 char mx
10	Ticket Open Date	R	10	Date MM/DD/YYYY
11	Ticket Open Time	R	5	Time (PST) 99:99
12	Restore Date	R	10	Date MM/DD/YYYY
13	Restore Time	R	5	Time (PST) 99:99

<b>Table L.10.5.3.1 SLA Catastrophic Outage Report Fields</b>				
<b>Field Order</b>	<b>Data Field Name</b>	<b>Pop</b>	<b>Max Field Length</b>	<b>Data Type and Format</b>
14	SCC	R	150	Text List of Values: <ul style="list-style-type: none"> <li>• End-User Request</li> <li>• Observation</li> <li>• End-User Not Available</li> <li>• Wiring</li> <li>• Power</li> <li>• Access</li> <li>• Staff</li> <li>• Application</li> <li>• CPE</li> <li>• No Response</li> <li>• Maintenance</li> <li>• Third Party</li> <li>• Force Majeure</li> </ul>
15	SCC Minutes	R	30, 2	Numeric (M, D) <ul style="list-style-type: none"> <li>• Where &lt;M&gt; is the maximum number of digits (30)</li> <li>• And &lt;D&gt; is the maximum number of digits to the right of the decimal point (2).</li> </ul>
16	Unavailable Time	R	20	Number Varies
17	R&R %	R	6	Percentage: Example: 100%

Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_

L.10.5.4 Trouble Ticket and Provisioning/SLA Credit Report

The Contractor shall provide a Trouble Ticket and Provisioning/SLA Credit Report on a monthly basis to the CALNET CMO for SLA compliance oversight. The Credit Report shall include only those trouble tickets and Service Requests resulting in SLA credits or refunds and list all services that were associated with each SLA credit or refund. The Contractor shall report all SLA rights and remedies (credits and refunds) to the CALNET CMO within 90 calendar days of service restoration or Service Request completion.

The Credit Report shall follow the specifications described below.

1. Report Name: "C4CREDITMMYYYY".
2. Reports that contain no credits being issued to Customers will contain the words "No Data" in the File name. For example: "C4CREDITMMYYYYNODATA".
3. Report Frequency shall be monthly.

Data Records: the following data fields shall be included as columns on each data record in the order specified in Table L.10.5.4.1 and follow data field specifications as detailed in Appendix A, *Glossary*.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.10.5.4.1 SLA Credit Report Fields

For each credit, the Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified in Table L.10.5.4.1.

Table L.10.5.4.1 SLA Credit Report Fields				
Field Order	Data Field Name	Pop	Max Field Length	Data Type and Format
1	Service Month	R	7	Date MM/YYYY
2	BAN	R	50	Text Varies, 50 char max
3	BTN	A	50	Text Varies, 50 char max
4	Invoice Number	R	30	Text Varies, 30 char max
5	Invoice Date	R	10	Date MM/DD/YYYY

<b>Table L.10.5.4.1 SLA Credit Report Fields</b>				
<b>Field Order</b>	<b>Data Field Name</b>	<b>Pop</b>	<b>Max Field Length</b>	<b>Data Type and Format</b>
6	Category	R	2	Number Varies, 2 Digit Max
7	Customer Code	R	6	Numeric <XXXXX> Where <XXXXX> is a Number and leading zeros are not required
8	Customer Name	R	250	Text Varies, 250 char max
9	SLA	R	100	Text Varies, 100 char max
10	Service Type	R	500	Text Varies, 500 char max
11	Feature Name	A	500	Text Varies, 500 char mx
12	Product ID	R	25	Text Varies, 25 char max
13	Quantity	A	30	Numeric (M, D) <ul style="list-style-type: none"> <li>• Where &lt;M&gt; is the maximum number of digits (30)</li> <li>• And &lt;D&gt; is the maximum number of digits to the right of the decimal point (2).</li> </ul>
14	Service ID	R	100	Text Varies, 100 char max
15	WTN	A	15	Telephone Number (XXX) XXX-XXXX
16	Ticket #	R	100	Text Varies, 100 char max
17	Outage Cause	A	500	Text Varies, 500 char max
18	Outage Date	A	10	Date MM/DD/YYYY
19	Ticket Open Date	A	10	Date MM/DD/YYYY
20	Ticket Open Time	A	5	Time (PST) 99:99

Table L.10.5.4.1 SLA Credit Report Fields				
Field Order	Data Field Name	Pop	Max Field Length	Data Type and Format
21	Restore Date	A	10	Date MM/DD/YYYY
22	Restore Time	A	5	Time (PST) 99:99
23	Unavailable Time	A	20	Number Varies
24	R&R %	A	6	Percentage: 0.00%
25	SR Number	A	100	Text Varies, 100 char max
26	Change Date	A	10	Date MM/DD/YYYY
27	Change Type	A	1	Text Varies, "M", "A", "C", or "D"
28	Days PD	A	10	Number Varies, 10 digit max
29	Provisioning R&R %	A	4	Percentage 0%, 50%,100%
30	Total SLA Credits	R	20, 2	Numeric (M, D) <ul style="list-style-type: none"> <li>Where &lt;M&gt; is the maximum number of digits (20)</li> <li>And &lt;D&gt; is the maximum number of digits to the right of the decimal point (2).</li> </ul>

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

## L.11 CONVERSION

Conversion includes Transition, Migration and Transfer scenarios. Where applicable, the Contractor shall prepare and deliver to the CALNET CMO for the State’s review and approval separate Transition-In, Migration-In and Migration-Out plans to address the Conversion of services that will occur immediately following Contract Award and at the end of the Contract Term for each Category. To the extent the Contractor deems appropriate, or as otherwise requested by the State, the Contractor shall design the Conversion Plans to use a phased-conversion strategy. The Contractor agrees to cooperate fully with the State and other Contractor(s) with planning, coordination, and implementation during all Conversion phases. The Contractor shall provide plans that will assure the State that all services will be transitioned or migrated in a timely and efficient manner.

The Contractor shall, at the Contractor's expense, implement the Conversion Plans, provide all of the Contractor labor resources necessary to implement the Conversion plans and perform all tasks in accordance with the approved Conversion plan schedules. The Contractor shall mitigate disruption of service and any period when the State is subject to charges from more than one (1) contract, unless at the documented request of the Customer.

The Contractor shall not implement any Conversion Plans without CALNET CMO prior approval and oversight coordination.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

#### L.11.1 CONVERSION TYPES

Conversion is defined as the process of moving existing Customer services from CALNET 3 to CALNET Legacy 4 services and the process of moving CALNET Legacy 4 services to any subsequent contracts. Conversion shall be Transition, Migration or Transfer as defined below.

##### L.11.1.1 Transition (Transition-In)

Transition applies only to a CALNET 3 incumbent Contractor and is defined as moving a Customer's existing CALNET 3 service to the equivalent CALNET Legacy 4 service.

CALNET 3 State Customer services automatically Transition unless the incumbent Contractor receives notification to disconnect the CALNET 3 service from the Customer prior to Transition. Local government Customers may Transition to CALNET Legacy 4 at their option.

For services Transitioned prior to six (6) months after Contract Award, the new rates will begin on the Transition date.

If Customer transition is still pending six (6) months after Contract Award, and if CALNET Legacy 4 rates are lower, the Contractor must track and provide existing Customers credit for the difference in CALNET 3 and CALNET Legacy 4 rates. Extension of the CALNET 3 rate period shall be at the sole discretion of the CALNET CMO.

This Section L.11.1.1 is applicable to incumbent Contractors only. Non-incumbent Bidders shall respond "N/A" to this requirement.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_  
N/A \_\_\_\_\_ (non-incumbent)*

##### L.11.1.2 Migration

Migration of services shall occur under the following conditions:

1. Customer requests replacement of a service from a different Contractor;

2. Customer requests a different replacement service from the same Contractor that provided the Customer's CALNET 3 service;
3. A CALNET Legacy 4 Contract is not awarded to the incumbent CALNET 3 Contractor currently providing these services, the CALNET CMO may initiate a coordinated effort to move CALNET 3 Customers to CALNET Legacy 4 services; and,
4. CALNET Legacy 4 services are moved to alternate Contracts for the following reasons:
  - a. CALNET Legacy 4 Contract Term expires; or
  - b. All or a portion of CALNET Legacy 4 services are terminated in accordance with the PMAC General Provisions – Telecommunications Section 26, *Termination for the Convenience of the State* and Section 27 *Termination for Default*.

Service Requests for Migration shall be considered a "new" Service Request. The Customer will be responsible for installation charges associated with the Migration of services, unless negotiated with the Contractor.

Migration conditions 1 and 2 as identified above are subject to the provisions of Contracted Service Project Work (Section L.8).

At the sole discretion of the CALNET CMO and on behalf of the State Agencies, the State may choose to migrate certain services and Customers to replacement services or different Contractors during the Contract Term.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.11.1.3 Transfer between CALNET Category and/or Contract

Transfers occur due to a failure on the part of a Contractor. When a Customer has Transitioned or Migrated to a CALNET Legacy 4 service but the Contractor fails to implement service and/or service fails Acceptance Tests, the Customer has the option of Transferring to another CALNET Legacy 4 service and the Contractor at the expense of the Contractor of the failed service.

In the event the CALNET CMO determines that replacement of the failed service(s) is necessary, the Contractor of the failed service shall be responsible for Customer provisioning costs. Refer to PMAC General Provisions – Telecommunications, Section 45, *Continuing Standards of Performance for Contractor Services*.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*



L.11.1.4 Transition-In at no Cost

This Section L.11.1.4 is applicable to incumbent CALNET 3 Contractors only. The entire Transition-In of services shall be provided at no cost to the State and local government Customers. NRCs shall not apply when Customers transition services from CALNET 3 to CALNET Legacy 4.

Incumbent Bidders shall confirm their understanding that no additional costs shall be charged to the Customer for Transition-In of services. Non-incumbent Bidders shall respond "N/A" to this requirement.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_  
N/A \_\_\_\_\_ (non-incumbent)*

L.11.1.5 Migration-Out at no Cost

The entire Migration-Out of CALNET Legacy 4 services shall be provided at no cost to the State and local government Customers. Non-Recurring Charges shall not apply when Customers Migrate-Out from CALNET Legacy 4.

Bidders shall confirm their understanding that no additional costs shall be charged to the Customer for Migration-Out of CALNET Legacy 4 services.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.11.2 CONVERSION PLANS

Conversion Plans include the Transition-In Plan, Migration-In Plan and the Migration-Out Plan as described below. The State acknowledges that many of the Conversion requirements of this Section L.11.2 may not be known, defined, or may not be completed until after Contract Award.

The Contractor shall recommend all considerations necessary for developing and implementing successful Conversion plans.

The Contractor agrees to cooperate fully with the State and awarded incoming and outgoing Contractor(s) in planning, coordinating, and implementing the Conversion Plans. The Contractor shall assign a Transition and Migration Project Manager that shall participate in regular meetings with the CALNET CMO throughout all Conversion implementations until completion.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.11.2.1 Conversion Plan General Requirements

The Conversion Plans for services shall be required as follows:

1. Transition-In to CALNET Legacy 4 – only for CALNET 3 Incumbent Contractor, or
2. Migration-In to CALNET Legacy 4 – only for Non-Incumbent Contractor(s), and
3. Migration-Out to subsequent contract(s) – for all CALNET Legacy 4 Contractors.

The entire Transition-In and Migration-Out processes shall be provided at no cost to the State or local government Agencies.

The Conversion Plans shall describe how Conversion would be accomplished in the least disruptive way to Customers and End-Users.

The Conversion Plans shall include maintaining existing End-User telephone numbers and consideration for local number portability.

The State reserves the right to modify the Conversion Plans where it is deemed in the best interest or benefit of the State or authorized Customers of the Contract.

The Contractor shall coordinate and communicate with the CALNET CMO and Customers throughout all phases of the Conversions.

Throughout the Contract Term, the State retains the option to identify performance requirements and to establish deficiency charges for performance associated with Conversion milestones, tasks and schedules.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.11.2.2 Transition-In Plan

CALNET 3 incumbent Contractors shall submit two (2) Transition-In Plans to the CALNET CMO:

1. Transition-In of services that require a Rate-Only Transition.
2. Transition-In of services that require Physical Transition such as service upgrade or technology enhancement.

The two (2) Transition-In Plans shall run simultaneously and explain how the CALNET 3 incumbent Contractor intends to Transition existing CALNET 3 services to CALNET Legacy 4 services. The State recognizes that Customer business needs, operational requirements, and/or service complexities as well as CALNET CMO oversight authority may impact Transition planning and schedules. The Contractor shall submit the two (2) plans to the CALNET CMO within 45 calendar days of Contract Award.

Incumbent Contractor shall, at its sole expense, provide all labor resources necessary to implement the Transition-In Plans and perform all tasks in accordance with the approved Transition-In Plan schedules, so that there is no disruption or discontinuity in services, and to avoid any period whereby the State is subject to charges pursuant to more than one (1) contract, unless at the documented request of the Customer.

The CALNET CMO reserves the right to modify the Transition-In Plans when it is deemed in the best interest or benefit of the State or authorized Customers of the Contract.

The CALNET 3 incumbent Contractor's Transition-In Plans shall include the following information and describe in detail:

1. How the incumbent Contractor will work with Customers to minimize End-User impact or service interruption during Transition;
2. Steps the incumbent Contractor will take for a Rate-Only Transition;
3. Steps the incumbent Contractor will take for a Physical Transition (e.g. Service upgrade or technology enhancement transition.);
4. Steps the incumbent Contractor will take if an unscheduled service interruption occurs during the Transition of services;
5. Proposed Transition schedule that ensures timely Transition of all contracted services, invoicing, tools and reporting;
6. How the incumbent Contractor's Transition planning strategy and schedule considers:
  - a. Customer (State and local);
  - b. Customer location;
  - c. Impact on the State, Customers, business and operational requirements;
  - d. Service type/Category/technology;
  - e. Coordination and tasks due to service complexity;
  - f. Interoperability requirements/considerations;
  - g. Service quantity considerations;
  - h. Customer special business requirements; and,
  - i. Public safety considerations.
7. Strategy for establishing agreements with Incumbent Local Exchange Carriers (ILECs) in areas open to competition as defined by the CPUC to ensure continuing end-to-end service will be provided in these areas. Agreements shall be in effect at Contract Award;

8. How services will be provided in ILEC territories closed to competition as defined by the CPUC to ensure services will continue to be provided in these areas. The description shall include billing arrangements (such as “pass-through”, “meet point”), invoicing and price structure. Incumbent Contractor shall commit to establishing business relationships with these ILECs;
9. The process for coordination and communication with the CALNET CMO and Customers throughout all phases of the Transition;
10. The processes for Transition of local government Customers subscribing to services under the Authorization to Order (See Section L.2.5.4, *Provisioning and Implementation*);
11. The cutover process including planning, site preparation, service inventory verification, Service Request freeze period, disconnect/new Service Request processes and emergency/fallback procedures;
12. How incumbent Contractor will establish testing and service acceptance processes with Customers, when applicable;
13. The strategy, resources, timeline and processes for converting the Customer billing from CALNET 3 to CALNET Legacy 4;
14. The processes, procedures, and timeliness necessary to resolve billing discrepancies and reconciling billing invoices;
15. Transition tasks dependent on the State and/or Customer data or resources;
16. A detailed staff Management Plan to effectively manage the Transition describing incumbent Contractor’s commitment of staff resources with required skills and structure of organization to support the Transition;
17. The process for Transitioning Administrative Fees from CALNET 3 to CALNET Legacy 4;
18. How industry accepted project management methodology will be used throughout the Transition process; and,
19. A list of services to be Transitioned to CALNET Legacy 4. The list shall:
  - a. Cross reference CALNET 3 and CALNET Legacy 4 services by service name;
  - b. Specify the quantity of services to be transitioned by service type;
  - c. Identify which services require a “Rate-Only” Transition and how the customer services will transition; and,
  - d. Identify which services will require a Physical Transition including anticipated Customer impact or interruptions during Transition.
  - e. Provide adequate resources to effectively run a Physical and Rate-Only Transition simultaneously if the State deems necessary.

Transition shall be completed within 18 months after Contract Award. The incumbent Contractor shall not deem Transition complete until the Customer-billing accounts for CALNET 3 services have been paid in full and CALNET Legacy 4 invoices are in compliance with Section L.6, *Billing and Invoicing*.

This Section L.11.2.2 is applicable to incumbent Contractors. Non-incumbent Bidders shall respond "N/A" to this requirement.

Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_  
N/A \_\_\_\_\_ (non-incumbent)

#### L.11.2.3 Transition-In Status Report

Upon commencement of the Transition-In Plan, the Incumbent Contractor shall provide the CALNET CMO a weekly Transition-In Status Report that includes all Customers to be transitioned. After each service Transition is completed and Transition Status and CALNET 3 Billing Account Status both achieve 100 percent (100%) completion on the Transition-In Status Report for two (2) consecutive invoicing cycles, the service line item may be deleted from the status report.

The Contractor shall provide Transition-In Status Reports in MS Excel or higher as directed by the CALNET CMO. All final report formats shall be approved by the CALNET CMO and no changes shall be made to the data fields, format or headings without prior written consent of the CALNET CMO.

The Transition-In Status Report shall include the following information:

1. Customer Name;
2. Customer Identifier;
3. Category;
4. Service Address 1 (A);
5. Service Address 2 (A);
6. Service City (A);
7. Service State (A);
8. Service Zip Code (A);
9. Service Address 1 (Z), when applicable;
10. Service Address 2 (Z), when applicable;
11. Service City (Z), when applicable;
12. Service State (Z); when applicable;
13. Service Zip Code (Z), when applicable;
14. Service Type(s);

15. Product ID;
16. Service ID;
17. Quantity;
18. Target Transition-In Date;
19. Actual Transition-In Date;
20. Date Change Reason;
21. Transition Status;
22. Transition Percentage Complete;
23. CALNET 3 Billing Account Status; and,
24. BAN.

This Section L.11.2.3 is applicable to incumbent CALNET 3 Contractors only. Non-incumbent Bidders are not required to respond to this requirement. **Non-incumbent Bidders shall respond “N/A” to this requirement.**

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_  
N/A \_\_\_\_\_ (non-incumbent)*

#### L.11.2.4 Migration-In Plan

If the incumbent CALNET 3 Contractor is not awarded a Contract for services within these IFB C4A1LEG18 Categories, the State may require State agencies to migrate to a new service type and/or Contractor via a coordinated Migration-In plan.

Within 30 calendar days of the CALNET CMO's request, non-incumbent Contractor shall provide a Migration-In Plan that describes in detail how the Contractor will coordinate and migrate select services awarded to the Contractor as a result of this IFB C4A1LEG18 to CALNET Legacy 4 based on service and location information provided.

The Contractor's Migration-In Plan shall include the following information and describe in detail:

1. The Contractor's understanding of its role and responsibility for Migration-In;
2. How the Contractor will work with Customers to minimize End-User impact or service interruption during Migration;
3. The steps the Contractor will take if an unscheduled service interruption occurs during the Migration of services;

4. A proposed high-level Migration schedule that ensures timely Migration of all contracted services, invoicing, tools and reporting. The Contractor shall provide a detailed Migration-In Plan and schedule to the CALNET CMO within 30 calendar days of receipt of detailed End-User details, upon request of the CALNET CMO;
5. How the Contractor's Migration planning strategy and schedule considers:
  - a. Customer (State and local);
  - b. Customer location;
  - c. Impact on the State, Customers, business and operational requirements;
  - d. Service type/Category /technology;
  - e. Coordination and tasks due to service complexity;
  - f. Interoperability requirements/considerations;
  - g. Service quantity considerations;
  - h. Customer special business requirements; and,
  - i. Public safety considerations.
6. The strategy for establishing agreements with ILECs in areas open to competition as defined by the CPUC to ensure end-to-end service will be provided in these areas;
7. How services will be provided in ILEC territories closed to competition as defined by the CPUC to ensure services will be provided in these areas. The description shall include billing arrangements (such as "pass-through", "meet point"), invoicing and price structure. Contractor shall commit to establishing business relationships with these ILECs;
8. The process for coordination and communication with the CALNET CMO and Customers throughout all phases of the Transition;
9. The processes for Migration of local government Customers subscribing to services under the Authorization to Order. The Contractor's process shall be in accordance with Authorization to Order;
10. The cutover process including planning, site preparation, service inventory verification, Service Request freeze period, disconnect/new Service Request processes and emergency/fallback procedures;
11. How Contractor will establish testing and service acceptance processes with Customers;
12. The strategy, resources, timeline and processes for converting the Customer billing from the incumbent invoicing of CALNET 3 to the CALNET Legacy 4 Contractor invoicing. Include processes for invoice resolution;
13. Migration tasks dependent on the State's and/or Customer's data or resources; and,

14. Project Management Plan to effectively manage the Migration describing Contractor's commitment of staff resources with required skills and structure of organization to support the Migration.

The Contractor shall not deem Migration-In complete until the Customer's services are accepted and invoices for CALNET Legacy 4 are in compliance with Section L.6, *Billing and Invoicing*.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

#### L.11.2.5 Migration-In Status Report

Upon commencement of the Migration-In Plan, the Contractor shall provide a weekly Migration-In Status Report which shall begin 60 calendar days prior to the physical migration of the first Customer site. The Report shall include all Customers to be migrated. After each individual service migration is completed and the Migration Status and the CALNET Legacy 4 Billing Account Status both achieve 100 percent (100%) completion on the Migration-In Status Report for two (2) consecutive invoicing cycles, the service line item may be deleted from the status report.

The Contractor shall provide Migration-In Status Reports in MS Excel 2013 or higher as directed by the CALNET CMO. All final report formats shall be approved by the CALNET CMO and no changes shall be made to the data fields, format or headings without prior written consent of the CALNET CMO.

The Migration-In Status Report shall include the following of information:

1. Customer Name;
2. Customer Identifier;
3. Category;
4. Customer Billing Address 1;
5. Customer Billing Address 2;
6. Customer Billing City;
7. Customer Billing Zip Code;
8. Service Address 1 (A);
9. Service Address 2 (A);
10. Service City (A);
11. Service State (A);
12. Service Zip Code (A);
13. Service Address 1 (Z);
14. Service Address 2 (Z);



15. Service City (Z);
16. Service State (Z);
17. Service Zip Code (Z);
18. Service Type(s);
19. Product ID;
20. Service ID;
21. Quantity;
22. Target Migration-In Date;
23. Actual Migration-In Date;
24. Date Change Reason;
25. Migration Status;
26. CALNET Legacy 4 Billing Account Status; and,
27. BAN.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

#### L.11.2.6 Migration-Out Plan

The Contractor shall prepare and deliver to the State, within 30 calendar days of the CALNET CMO's request, a Migration-Out Plan, for migrating services, or portion thereof, under Contract to the State's alternate service provider identified, in the event of: (a) the expiration or termination of the Term; or (b) the date a Notice of Termination is delivered pursuant to PMAC General Provisions – Telecommunications Section 26, *Termination for the Convenience of the State*, or Section 27, *Termination for Default*; or (c) the State's election during the Term pursuant to PMAC General Provisions – Telecommunications Section 66, *Non-Exclusive Agreement*.

The Contractor shall implement the Migration-Out Plan and perform all tasks identified in the Migration-Out plan in a timely manner to mitigate disruption in CALNET Legacy 4 service from the Contractor to the State or the State's designee. The Contractor shall participate in meetings with the State and the State's alternate service provider(s) as reasonably required by the State in planning for a conversion and implementing the Migration-Out Plan. There shall be no additional cost to the State.

The State acknowledges the level of difficulty in anticipating future Migration-Out and termination requirements without knowledge of proposed solutions. However, it is critical for the Contractor to acknowledge and commit to the responsibility and participation in the Migration-Out of services. Refer to SOW Appendix B, Special Terms and Conditions – Legacy, Section M, *Migration-Out*.

The Contractor shall provide a Migration-Out Plan within 30 calendar days of the CALNET CMO request. The Contractor's Migration-Out Plan shall include how the Contractor will convert services to the new contract with sufficient detail for the State's review and approval. The Contractor's Migration-Out Plan shall include and describe in detail:

1. The Contractor's understanding of its role and responsibility for Migration-Out;
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during Migration-Out that includes any restrictions and/or limitations;
3. An action plan that demonstrates a commitment to work cooperatively with the State and Customers in planning and coordinating the Migration-Out of services to the new contract;
4. End-User Impact (e.g., Agencies' business needs, complexity of service, services impacted by special programs, etc.);
5. Strategy for Migration of the Contractor services to new contract services;
6. Strategy and commitment to work with Customers, the CALNET CMO and new Contractors to establish emergency or fall back processes and procedures;
7. Identification of tasks dependent upon the State's data or resources;
8. Structure and organization to support Migration-Out of services;
9. Identification of all CALNET End-Users, service locations by street address and city, service type, circuit identification, and unique product identifier;
10. Plan for transparent Migration-Out of services to support the continued billing, collection, and remittance of Administrative Fees for services billed under CALNET Legacy 4; and,
11. Use of industry accepted project management methodology throughout the Migration-Out process.

The Contractor shall not deem Migration-Out complete until the Customer services have been transitioned or disconnected and the Contractor has billed Customer their final invoices and resolved all disputed charges.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

#### L.11.2.7 Migration-Out Status Report

Upon commencement of the Migration-Out Plan, the Contractor shall provide a weekly Migration-Out Status Report which shall begin 60 calendar days prior to the physical or administrative migration of the first Customer site. The report shall include all Customers to be migrated.

After each individual service migration is completed and the Migration Status and the CALNET Legacy 4 Billing Account Status both achieve 100 percent (100%) completion on the Migration-Out Status Report for two (2) consecutive weeks, the service line item may be deleted from the status report.

The Contractor shall provide Migration-Out Status Reports in Microsoft Excel 2013 or higher as directed by the CALNET CMO. All final report formats shall be approved by the CALNET CMO and no changes shall be made to the data fields, format or headings without prior written consent of the CALNET CMO.

The Migration-Out Status Report shall include the following of information:

1. Customer Name;
2. Customer Identifier;
3. Category;
4. Customer Billing Address 1;
5. Customer Billing Address 2;
6. Customer Billing City;
7. Customer Billing Zip Code;
8. Service Address 1 (A);
9. Service Address 2 (A);
10. Service City (A);
11. Service State (A);
12. Service Zip Code (A);
13. Service Address 1 (Z);
14. Service Address 2 (Z);
15. Service City (Z);
16. Service State (Z);
17. Service Zip Code (Z);
18. Service Type(s);
19. Product ID;
20. Service ID;
21. Quantity;
22. Target Migration-Out Date;
23. Actual Migration-Out Date;
24. Date Change Reason;
25. Migration Status;

- 26. CALNET Legacy 4 Billing Account Status; and,
- 27. BAN.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

## **L.12 SERVICES TECHNICAL EVALUTION AND DEMONSTRATION PROCESS**

In the course of oversight, the State is required to examine key elements of the CALNET Legacy 4 services to maintain current and long-term goals. This analysis is conducted to determine the reliability of the services and takes into consideration issues such as redundancy, diversity, interoperability, scalability, and security.

Upon the State's request, the Contractor shall provide the State with the ability to perform evaluation and/or demonstration of contracted services at the sole discretion of the CALNET CMO at no cost to the State.

All services proposed for addition to the Contract through the amendment process shall include a technical evaluation. This requirement is limited to service amendments that are technical in nature and deemed by the CALNET CMO to require evaluation. Should the State decide that further evaluation or demonstration is necessary, the proposed service will be removed from the amendment process and resubmitted to the CALNET CMO for consideration upon completion of the evaluation and/or demonstration to the satisfaction of the State.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

## **L.13 SERVICE LEVEL AGREEMENTS (SLA)**

The Contractor shall provide Service Level Agreements (SLAs) as defined below. The intent of this Section L.13 is to provide Customers, the CALNET CMO and the Contractor with requirements that define and assist in the management of the SLAs. This Section L.13 includes the SLA formats, general requirements, and CALNET CMO Oversight SLAs.

### **L.13.1 BIDDER RESPONSE TO SERVICE LEVEL AGREEMENTS**

Many of the Service Level Agreements described below include multiple objective levels – Basic, Standard and Premier. The Bidders shall indicate one (1) specific objective level they are committing to for each service in space provided in the "Objective" section of each SLA description.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.13.2 CALNET Legacy 4 OVERSIGHT SERVICE LEVEL AGREEMENTS

CALNET Legacy 4 Oversight SLAs have been established to ensure the Contractor accountability and performance levels for requirements as described throughout Section L.4, *Data Management and Standardization*, Section L.6, *Billing and Invoicing*, and Section L.10, *Management Tools and Reports*.

The State's objective is to work with the Contractor to resolve instances in which the Contractor fails to meet the CALNET Legacy 4 Oversight SLA objectives.

In the event the Contractor fails to resolve or correct the cause for the missed objective, the CALNET Legacy 4 Program Manager may commence with the following sequence of actions:

1. CALNET Legacy 4 Program Manager shall notify CPM of missed SLA objective occurrence in writing;
2. CALNET Legacy 4 Program Manager and CPM shall meet and confer to discuss alternative remedies and/or cures;
3. CALNET Legacy 4 Program Manager shall set cure period;
4. If cure is unsatisfactory, the State shall invoice the Contractor for the rights and remedies in accordance with the CALNET Legacy 4 Oversight SLA; and,
5. The Contractor shall pay rights and remedies invoices within 30 calendar days of receipt or notify the State if it intends to dispute the invoice using PMAC General Provisions -Telecommunications, Section 46, *Disputes*.

Cure periods described above do not apply to Section L.13.2.4, *Tools, Reports and Plans Deliverables*. The Contractor shall provide the following CALNET Oversight Service Level Agreements identified in Sections L.13.2.1 – L.13.2.5.

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.13.2.1 Associated Administrative Fee Electronic Fund Transfer (EFT) Accuracy and Interval

**SLA Name:** Administrative Fee Electronic Fund Transfer Accuracy and Interval

**Definition:** The California Department of Technology shall receive an administrative fee EFT notification from the Contractor no later than the last day of the month that is two (2) months after the month that the bill is rendered in accordance with Section L.7, *Associated Administrative Fee*.

**Measurement Process:**

**Objective 1:** The CALNET CMO shall monitor the Administrative Fee by Services Report (Section L.4.10.6) and the Contractor's Services Billed Report (Section L.4.10.4) through CAMS.

**Objective 2:** The CALNET CMO shall confirm that a notification of EFT confirming the deposit of monthly Administrative Fee monies owed to the California Department of Technology is delivered no later than the end of the calendar month for the corresponding services billed two (2) months prior.

<b>Tools/Reports/Application Name(s):</b>	
Receipt of Administrative Fee EFT notification (Section L.7) Administrative Fee by Services Report (Section L.4.10.6); and, Services Billed Report (L.4.10.4)	
<b>Objective (s):</b>	
<b>Objective 1:</b> The Contractor shall remit the accurate amount as reported on the Administrative Fee by Services Report (Section L.4.10.6) and the Services Billed Report (L.4.10.4).	
<b>Objective 2:</b> The Contractor shall deliver an accurate amount via EFT notification to California Department of Technology no later than the end of the calendar month for services billed two (2) months prior.	
Rights and Remedies	<b>CALNET CMO:</b> 0.5 percent (.5%) of total month's Administrative Fees shall be paid to California Department of Technology within 30 calendar days of the missed objective date.
	Customer: N/A

*Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_*

L.13.2.2 Invoicing Accuracy and Completeness

<b>SLA Name:</b> Invoicing Accuracy and Completeness	
<b>Definition:</b> The Contractor shall provide detailed, accurate, complete and organized invoices for all CALNET Legacy 4 services, products, and features as required throughout Section L.6, <i>Billing and Invoicing</i> in its entirety.	
<b>Measurement Process:</b> Identification of invoice errors through review.	
<b>Tools/Reports/Application Name(s):</b> Billing and Invoicing (Section L.6)	
<b>Objective (s):</b> 100 percent (100%) invoice accuracy.	
Rights and Remedies	<b>CALNET CMO:</b> Escalation to the CPM or the Contractor's senior management. The Contractor shall correct invoice errors within 60 calendar days of the CALNET CMO notification to the Contractor of a disputed invoice.
	<b>Customer:</b> Escalation to the Contractor's Account Manager and/or Escalation to the CALNET CMO. The Contractor shall correct invoice errors within 60 calendar days of Customer notification to the Contractor of a disputed invoice.

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.13.2.3 Report Timeliness and Accuracy (M-S)

<b>SLA Name:</b> Report Timeliness and Accuracy											
<b>Definition:</b> Each report shall meet all requirements in accordance with Section L.4, <i>Data Management and Standardization</i> , Section L.10, <i>Management Tools and Reports</i> , and Section L.11, <i>Conversion</i> and shall be provided to the CALNET CMO on the date(s) and frequency described in the Sections identified below.											
Measurement Process: <b>Objective 1:</b> The CALNET CMO shall confirm that the reports are delivered on or before the agreed upon due dates as defined in each Section. <b>Objective 2:</b> If reports are not complete and/or accurate, the CALNET CMO may determine the Contractor has missed the objective date.											
<b>Tools/Reports/Application Name(s):</b>											
Service Level Agreement Reports (Section L.10.5) – all reports											
Data Management and Standardization (Section L.4) – all reports											
Conversion Status Reports (Section L.11) – all reports											
Objective(s):											
	<table border="1"> <thead> <tr> <th>Level</th> <th>Objective</th> </tr> </thead> <tbody> <tr> <td>Basic (B)</td> <td>Deliver all reports within three (3) Business Days after the mutually agreed or the CALNET CMO designated Delivery Dates</td> </tr> <tr> <td>Standard (S)</td> <td>Deliver all reports on or before the mutually agreed or the CALNET CMO designated Delivery Dates</td> </tr> <tr> <td>Premier (P)</td> <td>N/A</td> </tr> <tr> <td colspan="2">Bidder's Objective Commitment (B or S):</td> </tr> </tbody> </table>	Level	Objective	Basic (B)	Deliver all reports within three (3) Business Days after the mutually agreed or the CALNET CMO designated Delivery Dates	Standard (S)	Deliver all reports on or before the mutually agreed or the CALNET CMO designated Delivery Dates	Premier (P)	N/A	Bidder's Objective Commitment (B or S):	
Level	Objective										
Basic (B)	Deliver all reports within three (3) Business Days after the mutually agreed or the CALNET CMO designated Delivery Dates										
Standard (S)	Deliver all reports on or before the mutually agreed or the CALNET CMO designated Delivery Dates										
Premier (P)	N/A										
Bidder's Objective Commitment (B or S):											
Rights and Remedies	<b>CALNET CMO:</b> \$400 for each late or inaccurate report and \$100 per week thereafter for each report until an accurate, complete and timely report is provided by the Contractor.										
	Customer: N/A										

Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_



L.13.2.4 Tools, Reports and Plans Deliverables

<b>SLA Name:</b> Tools, Reports and Plans Deliverables
<b>Definition:</b> All Contractor provided tools, reports and plans shall meet the mutually agreed due dates in accordance with the requirements of the Sections listed below.
<b>Measurement Process:</b> The Contractor and the CALNET CMO shall agree in writing to the implementation timeline dates for the tools, reports and plans described in the Sections listed below. Unless otherwise specified in the Sections below, mutually agreed dates shall not exceed six (6) months following: a) The Contract Award; or b.) The Contractor's receipt of their first CALNET IFB C4A1LEG18 Service Request. Completion shall be determined by the CALNET CMO acceptance of the deliverable per the requirements of the STP C4A1LEG18 or 45 calendar days following delivery of the tools, reports or plans unless deemed incomplete by the CALNET CMO, whichever comes first.
<b>Tools/Reports/Application Name(s):</b>
Staffing and Resource Requirements (Section L.2.3)
Initial Service Catalog Data (Section L.4.9.1)
Service Catalog Revisions Data (Section L.4.9.2)
Services Billed Tax Detail Report (Section L.4.10.5)
Inventory Report (Section L.4.10.2)
Service Billed Report (Section L.4.10.4)
Administrative Fee by Services Report (L.4.10.6)
Contractor's CALNET Public Website (Section L.10.1)
Private Oversight Website (Section L.10.2)
Trouble Ticket Reporting Tool (Section L.10.4)
SLA Service Performance Report (Section L.10.5.1)
SLA Provisioning Report (Section L.10.5.2)
SLA Catastrophic Outage Reports (Section L.10.5.3)
Trouble Ticket and Provisioning/SLA Credit Report (Section L.10.5.4)
Transition-In Status Report (Section L.11.2.3) (if applicable)
Transition-In Plan, as applicable (Section L.11.2.2)
Migration-In Plan, as applicable (Section L.11.2.4)
Migration-Out Plan (Section L.11.2.6)
Contractor SLA Management Plan (SOW Technical Requirements Sections 15.4.5, 16.4.5, 17.4.5 and 18.5.5)

**Objective(s):** All tools, reports and plans shall meet the requirements in accordance with Section L.4, *Data Management and Standardization*, Section L.6, *Billing and Invoicing*, Section L.10, *Management Tools and Reports* and Section L.11, *Conversion*, and be 100 percent (100%) functional and accepted by the State within the mutually agreed dates.

Any additional tools, reports or plans provided by the Contractor shall require a mutually agreed implementation date and will be subject to the objectives and remedies under this SLA.

All replacement tools must be 100 percent (100%) functional and accepted by the State prior to discontinuance of previously accepted tools. Discontinuance date of previously accepted tool or report shall be considered the due date.

Rights and Remedies	<b>CALNET CMO:</b> The Contractor shall pay the CALNET CMO \$500.00 for each tool, report or plan delivered one (1) Business Day after the due date and \$250 per week thereafter until provided to, and accepted by, the CALNET CMO.
	Customer: N/A

*Bidder understands the Requirement and shall meet or exceed it? Yes\_\_\_\_\_No\_\_\_\_\_*

L.13.2.5 Tool Availability (M-S)

<b>SLA Name:</b> Tool Availability											
<b>Definition:</b> The percentage of time a CALNET Legacy 4 tool is fully functional and available for use each calendar month.											
<p><b>Measurement Process:</b> The CALNET CMO shall report any service affecting tool failure or problem to the Contractor through:</p> <ol style="list-style-type: none"> <li>1. Email notification to the CPM or the Contractor assigned point of contact. The start time will be based on the Customer email time stamp and the stop time will be based on email notification of resolution of the failure; or</li> <li>2. The Contractor's Trouble Ticket Reporting System. The start time will be based on the opening of a trouble ticket and the stop time will be based on resolution of the failure. The tool is unusable during the time the ticket is recorded as open until notification of tools restoration.</li> </ol> <p>When the CALNET CMO determines the issue is not resolved, Outage Duration shall be adjusted to reflect actual Unavailable Time.</p> <p>The Availability Percentage shall be based on the accumulated total of Unavailable Time derived from all email notifications or trouble tickets closed, per calendar month per tool. The monthly Availability Percentage equals the Scheduled Uptime per month less Unavailable Time per month divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is based on 24 x the number of days in the month.</p> <p>Stop clock conditions as described in the SLA Management Plan in the SOW Technical Requirements (Sections 15.4.7, 16.4.7, 17.4.7 and 18.5.7) shall apply.</p>											
Tool Name(s):											
Contractor's CALNET Public Website (Section L.10.1)											
Private Oversight Website (Section L.10.2)											
Trouble Ticket Reporting Tool (Section L.10.4)											
Objective (s):											
	<table border="1"> <thead> <tr> <th>Level</th> <th>Objective</th> </tr> </thead> <tbody> <tr> <td>Basic (B)</td> <td>100 percent (100%) functional 95 percent (100%) of the time for each tool, measured on a monthly basis</td> </tr> <tr> <td>Standard (S)</td> <td>100 percent (100%) functional 98 percent (100%) of the time for each tool, measured on a monthly basis</td> </tr> <tr> <td>Premier (P)</td> <td>100 percent (100%) functional 100 (100%) percent of the time for each tool, measured on a monthly basis</td> </tr> <tr> <td colspan="2">Bidder's Objective Commitment (B, S or P):</td> </tr> </tbody> </table>	Level	Objective	Basic (B)	100 percent (100%) functional 95 percent (100%) of the time for each tool, measured on a monthly basis	Standard (S)	100 percent (100%) functional 98 percent (100%) of the time for each tool, measured on a monthly basis	Premier (P)	100 percent (100%) functional 100 (100%) percent of the time for each tool, measured on a monthly basis	Bidder's Objective Commitment (B, S or P):	
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Basic (B)	100 percent (100%) functional 95 percent (100%) of the time for each tool, measured on a monthly basis										
Standard (S)	100 percent (100%) functional 98 percent (100%) of the time for each tool, measured on a monthly basis										
Premier (P)	100 percent (100%) functional 100 (100%) percent of the time for each tool, measured on a monthly basis										
Bidder's Objective Commitment (B, S or P):											
Rights and Remedies	<b>CALNET CMO:</b> \$2,000 per month, per tool										
	<b>Customer:</b> Escalation to the CALNET CMO										

Bidder understands the Requirement and shall meet or exceed it? Yes \_\_\_\_\_ No \_\_\_\_\_