

INVITATION FOR BID

IFB C4CVD18

FOR

CATEGORY 19

CALNET CELLULAR VOICE AND DATA SERVICES

**SUBCATEGORY 19.1 CELLULAR BUSINESS SERVICES
SUBCATEGORY 19.2 FIRST RESPONDERS CELLULAR SERVICES**

PART 1 – GENERAL INSTRUCTIONS

Addendum 6

April 4, 2019

Issued by:

STATE OF CALIFORNIA

California Department of Technology

Statewide Technology Procurement

PO Box 1810

Rancho Cordova, CA 95741

Disclaimer: The original PDF version and any subsequent addendums of the IFB released by the Procurement Official of this Bid remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions which constitute the Contract, the official State version of the IFB in its entirety shall take precedence.

Amendment Log

| Amendment # | Date | Amendment Description |
|-------------|-----------|--|
| Amendment 1 | 3/31/2021 | Memorialized previously agreed to language related to the ATO. |

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PART 1

GENERAL INSTRUCTIONS

1 INTRODUCTION

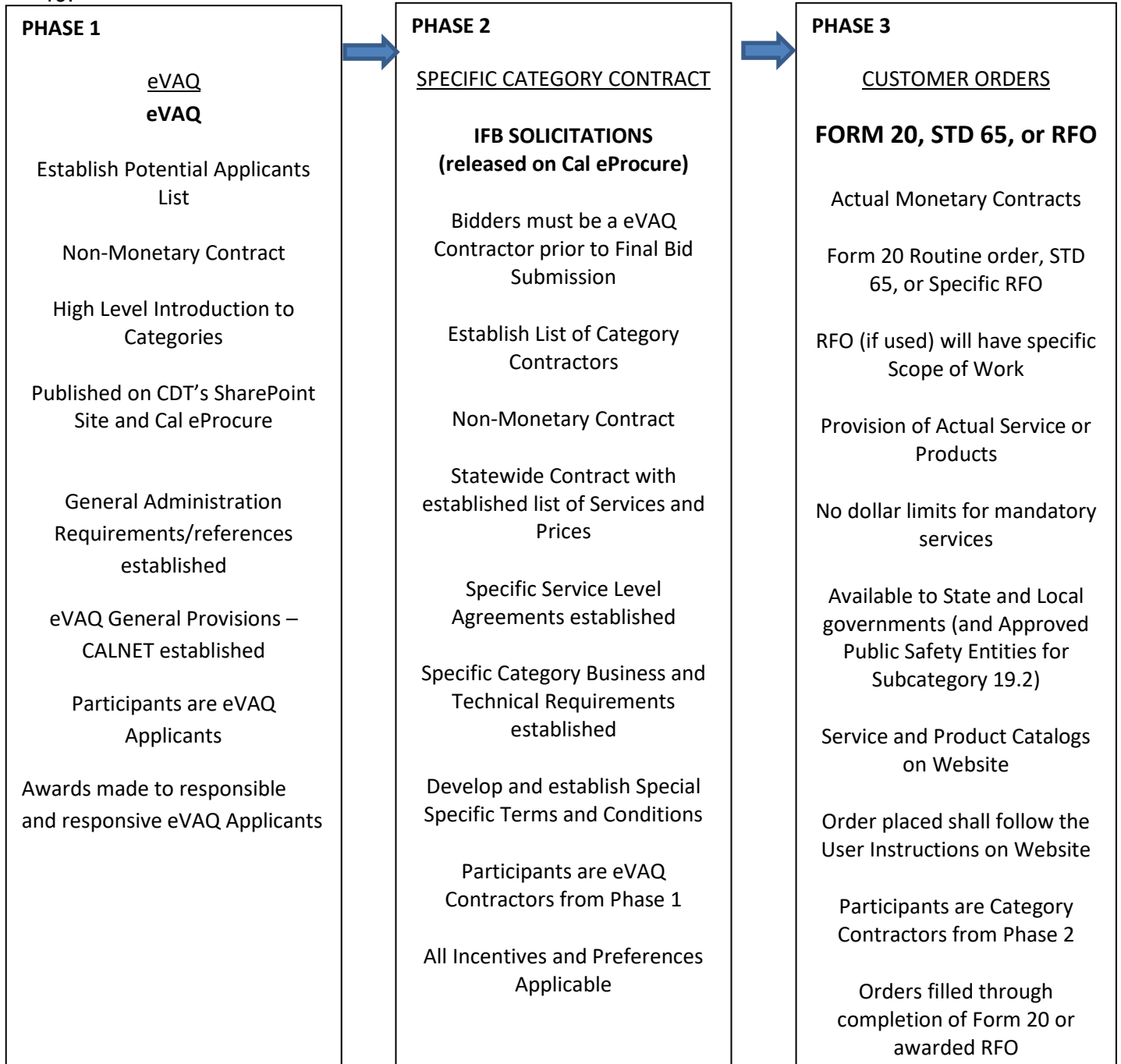
This Solicitation is being conducted under the policies and procedures developed by the California Department of Technology (CDT) as provided under Public Contract Code (PCC) §6611 et seq. This Solicitation contains the instructions governing the requirements for a fixed price to be submitted by interested bidders. The format that bid information is to be submitted and the material to be included therein follows. This Solicitation also addresses the requirements that bidders must meet to be eligible for consideration, as well as addressing bidder's responsibilities before and after award.

1.1 PRE-QUALIFIED VENDOR APPLICATION

Vendors will be required to have an approved application on file and be deemed a pre-qualified vendor prior to the Key Action Date for submission of Final Bids (refer to Section 2.2, *Key Action Dates*) related to this IFB C4CVD18. The State's electronic Vendor Application of Qualifications (eVAQ) is an external process to this solicitation and all questions related to the eVAQ should be addressed to 2.1.1 Procurement Official. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California (i.e. Secretary of State, Payee Data Record (STD 204)) in advance to streamline the solicitation process. The Procurement Official will actively engage all interested vendors in the process and will provide assistance through all phases of the pre-qualification process. Only the eVAQ Contractors may participate in the bidding of this IFB C4CVD18.

STATEWIDE CONTRACT PROCUREMENT DIAGRAM

The following diagram provides a depiction of the Procurement process specifically for Category 19.



1.2 CONTRACT TERM

Subcategory 19.1 and Subcategory 19.2 Contracts shall be effective upon approval of CDT, Statewide Technology Procurement (STP). The term of the Contract is four (4) years with two (2) two-year options to extend for a maximum Contract Term of eight (8) years. Extensions will be exercised at the sole discretion of the State and shall not be denied by the Contractor.

Issuance of this IFB C4CVD18 does not commit the State to award a Contract. The State reserves the right to reject any or all proposals received, or parts thereof, if the State determines that it is in the State's best interest to do so.

1.2.1 ELECTED OPEN PERIOD

The State reserves the right to elect to re-open this solicitation to add Contractors via an Elected Open Period (EOP).

The EOP participation for new Bidders may not occur sooner than 18 months after Contract award and not later than 18 months before expiration of the original term and will be implemented at the State's sole discretion. Further, the EOP will not extend the original term of this Contract for new Bidders or incumbent Contractors.

The new Bidders participating must meet and adhere to all of the requirements identified in this solicitation. Evaluation of the new bids shall be calculated using the original solicitation scoring and baseline identified in Section 4.3.5, *Determination of the Average Baseline* for that EOP Category.

Award, if made, will be to any Bidder meeting the requirements of the solicitation without any material deviations.

The EOP process will be announced on the eProcurement website and notification will be provided to all incumbent Contractors.

1.3 BACKGROUND

All State of California Executive Branch Non-Exempt agencies are presently required to utilize the National Association of State Procurement Officers (NASPO) California Participating Addenda (PA) to obtain cellular voice and data services, unless otherwise authorized by the CDT. The State of California Exempt agencies are encouraged, but are not required, to use the NASPO California PA to purchase cellular voice and data services. The Non-State agencies, i.e., California local jurisdictions (cities, counties, special districts, and other tax supported entities) may also use the NASPO California PA. However, local agencies are not required by the State to use the NASPO California PA.

1.4 CURRENT AND PROPOSED ENVIRONMENT

The services being bid within this IFB C4CVD18 are similar to, but not identical with those presently offered through the NASPO California PA contractors.

This IFB C4CVD18 will allow for eVAQ Contractors to pursue a Contract. The Contract resulting from this IFB may be awarded to multiple Bidders. As described in eVAQ 19-001 Section I, **Contracts awarded as a result of this IFB C4CVD18 shall not in and of themselves guarantee revenue or Customer orders for services.** Further, the Contractors may lower their prices to be competitive, but they may not increase their prices beyond their Contract approved rates.

There are approximately 60,000 State of California users of the NASPO PA.

The Contracts awarded as a result of this IFB C4CVD18 will be managed by the State's CALNET Contract Management and Oversight (CALNET CMO) team. The CALNET CMO responsibilities may include but are not limited to:

1. Oversee the Contractor adherence to the awarded terms and conditions;
2. CALNET CMO Control the Contractor's ability to offer and the Customers' acquisition and use of services through issuance of:
 - A. The Customer User Instructions;
 - B. Delegation of authority to purchase and approval to order;
 - C. Designation of required or mandated services (including exemptions); and
 - D. Establishment of other Customer policies and instructions.

2 BIDDING INSTRUCTIONS

2.1 COMMUNICATIONS AND CONTACTS

The California Department of Technology (CDT), Statewide Technology Procurement (STP) uses an online procurement system known as Cal eProcure to communicate with perspective Bidders and suppliers. Information and ongoing communications for this IFB C4CVD18 will be posted by the State on the Cal eProcure website, <https://www.caleprocure.ca.gov>.

2.1.1 Procurement Official

The California Department of Technology's Procurement Official is the State's designated authorized representative regarding this procurement.

The Bidders are directed to communicate with the Procurement Official at the address below to submit questions, deliver Bids, and submit all other formal correspondence regarding this procurement.

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

David Sanchez, Procurement Official

Phone: (916) 431-3273

E-mail address: David.Sanchez@state.ca.gov

Amy Snow, Back-up Procurement Official

E-mail address: amy.snow@state.ca.gov

2.1.2 Questions Regarding the Solicitation Document

The Bidders requiring clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process may request clarification by submitting questions using Attachment 2, *Form for Submitting Questions*, in an email (using the solicitation identification information from the solicitation title page) to the Procurement Official listed in Section 2.1.1. Only questions submitted in writing and answered in writing by the Procurement Official shall be considered official. Any changes to the Requirements, if made, will be via an addendum to the IFB C4CVD18, as described in Section 2.4.7, *Addenda*. Only changes made via an addendum shall be binding. The State will respond to all written questions submitted by the due dates as stated in Section 2.2, *Key Action Dates*, with all questions and answers posted to Cal

eProcure in the form of a Question and Answer set. Questions received after the dates indicated will only be answered by the State as time allows as solely determined by the State, and therefore may remain unanswered. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A Bidder that desires clarification or further information on the content of the IFB C4CVD18, but whose questions relate to the proprietary aspect of that the Bidder's proposal and which, if disclosed to other Bidders, would expose that the Bidder's proposal to its disadvantage, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL", and not later than the scheduled dates specified in Section 2.2, *Key Action Dates*, to ensure a response. The Bidder must explain why any questions are sensitive or proprietary in nature. If the State concurs with the Bidder that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered directly to the Bidder in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified. The Bidder may then waive its claim of Confidentiality if it desires the State to provide an answer.

2.1.3 Request for Changes to the Solicitation Document

If the Bidder believes that one (1) or more of the solicitation Requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder proposing a less costly or an alternate solution, the Bidder may request a change to the solicitation by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change using Attachment 3, *Form for Requesting Changes*. Such request must be submitted to the Procurement Official by the date specified in Section 2.2, *Key Action Dates* for submitting a request for change. Oral responses shall not be binding on the State. The Bidders must submit all requests for changes by the date specified in Section 2.2, *Key Action Dates*.

Oral communications of department officers and employees concerning this IFB C4CVD18 shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this IFB C4CVD18.

2.1.4 Intent to Bid

In order to ensure communication, it is important that Bidders submit Exhibit 1, *Intent to Bid*, to the Procurement Official listed in Section 2.1.1 by the date identified in Section 2.2, *Key Action Dates*. Submittal of the Intent to Bid may be via email. The Bidders must notify the Procurement Official whenever their intent to bid changes or whenever there is a change in the Bidder's designated contact information.

2.2 KEY ACTION DATES

Key Action Dates provided in Table 1 contains pertinent dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this IFB C4CVD18 with the exception of dates listed after the Bidder's Submission of Final Bids. Dates listed after the Bidder's Submission of Final Bids are estimated and may be adjusted without addendum to this IFB C4CVD18. All times listed are for Pacific Time.

Table 1: Key Action Dates

| STEP | ACTION | DATE AND TIME ¹ |
|------|---|----------------------------------|
| 1. | State release of the IFB C4CVD18 | 09/28/2018 |
| 2. | Submit Exhibits 1 and 2, Intent to Bid and Confidentiality Statement (required for Bidders'/Contractors' Library Access) | 10/05/2018 |
| 3. | Last day to submit written questions and/or request for changes using Attachment 2, <i>Form for Submitting Questions</i> and using Attachment 3, <i>Form for Requesting Changes</i> | 10/12/2018 |
| 4. | Last day to submit Draft Bids (MANDATORY)² | 11/13/2018 by 3:00 PM PDT |
| 5. | Confidential Discussions with the Bidders | 12/03/2018 – 12/07/2018 |
| 6. | Bidder's Submission of Final Bids³ | 01/16/2019 by 3:00 PM PDT |
| 7. | Confidential Negotiations with Bidders | TBD |
| 8. | Bidder's Submission of Best and Final Offer | TBD |
| 9. | Contract Award and Execution | On or before 02/22/2019 |

2.3 ADMINISTRATIVE REQUIREMENTS

All Requirements listed in this Section 2.3 with an (M) are Mandatory and not negotiable. The Bidders must indicate their willingness and ability to satisfy these Requirements by marking "Yes" to the "**Bidder agrees Yes/No**" on Exhibit 3, *Response to Administrative Requirements*. **Answering "No" to any of the Mandatory Administrative Requirements (M) in the Final Bid will result in the bid being deemed non-responsive, and therefore disqualified.**

All Requirements listed in this Section 2.3 with an (M) are Mandatory and not negotiable. The Bidders must indicate their willingness and ability to satisfy these Requirements by marking "Yes"

¹ All times are 5:00 PM California Pacific Time/Pacific Standard Time unless otherwise specified.

² See Section 3.2, *Draft Bids*.

³ The Bidders should review Attachment 1, Bid Submission Checklist, prior to submitting the Final Bid.

to the **“Bidder agrees Yes/No”** on Exhibit 3, *Response to Administrative Requirements*. **Answering “No” to any of the Mandatory Administrative Requirements (M) in the Final Bid will result in the bid being deemed non-responsive, and therefore disqualified.**

Unless designated otherwise, all of the requirements in this section are mandatory. The documents that must be submitted with the bidder’s Final Proposal are noted as “Mandatory” or “(M)” in this section.

Additionally, Section 2 contains optional requirements noted as “Optional” or “(O)” that may require documents to be submitted with the bidder’s proposal.

2.3.1 Incorporation of eVAQ Requirements and General Provisions (M)

The Bidders are advised that all Contracts awarded as a result of this IFB C4CVD18 shall automatically incorporate by reference all Requirements, Terms and Conditions and eVAQ of the Bidder’s awarded eVAQ. The Bidder’s eVAQ, in its entirety, shall be incorporated into any Contract awarded as a result of this IFB C4CVD18, and shall remain in effect after eVAQ expiration, and throughout the life of any Contract awarded as a result of this IFB C4CVD18, including all optional years.

2.3.2 Confidentiality Statement (M)

The Bidders must agree to the State’s confidentiality Requirements by submitting a signed Exhibit 2, *Confidentiality Statement*, as indicated in Section 2.2, *Key Action Dates*.⁴ The Confidentiality Statement applies to all Contract Customer information, and all references in the Confidentiality Statement to the California Department of Technology apply equally to individual Customer entities as appropriate.

2.3.3 Ability to Perform (M)

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources required to successfully perform under the Contract. This includes, but is not limited to, personnel in the numbers and with the skills required; Equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder’s ability to perform under the Contract if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary. If such information is required, the Bidder will be so notified and will be permitted five (5) Business Days to submit the information requested in writing. Examples of the type of financial responsibility

⁴ Exhibit 2, *Confidentiality Statement*, must be included within the Bidder’s Draft Bid if it has not been submitted to the Procurement Official prior to the Draft Bid date.

information requested may include annual reports and current audited balance sheets for the Bidder's firm.

2.3.4 Contractor Responsibility (M)

Each awarded Contractor shall be responsible for successful performance of all Subcontractors and support services offered in response to this Bid. Furthermore, the State will consider each Contractor to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

2.3.5 Cover Letter (M)

The Bidder must submit a cover letter on company letterhead containing the following:

1. Include the legal name of the Bidder's company.
2. Include the address of the Bidder's company.
3. Include a statement that the Bid response is the Bidder's binding offer, good for 120 calendar days from scheduled Contract Award date, as noted in Section 2.2, *Key Action Dates*.
4. Include a statement indicating that the Bidder agrees to the terms and conditions of this solicitation and accepts responsibility as the Contractor if awarded the Contract resulting from this solicitation.
5. Include a statement indicating that the Bidder has available staff with the appropriate skills to complete the Contract for all services and provide all Deliverables as described in this solicitation and SOW.
6. Be signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned cover letter in the Bidder's Final Bid may deem a Bidder non-responsive and may be the basis for rejection of the Bidder's Final Bid.
7. Include the email and phone number of the person signing the letter.
8. Include the date signed.

2.3.6 STD 213, Standard Agreement Sample (M)

The STD 213, Standard Agreement form, Exhibit 4. Once Contract Award is complete, the State will enter all required information prior to moving forward to the signature process step. The Bidder will be contacted to designate the name and title of the party authorized to bind the Bidder contractually. The State will send the completed finalized STD 213, Standard Agreement, to the Bidder for signing and return to the State for signature and approval.

2.3.7 Subcontractors (M)

It is the Bidder's responsibility to ensure any Subcontractor that the Bidder chooses to use in fulfilling the Requirements of this IFB C4CVD18, and which is expected to receive more than fifteen percent (15%) of the estimated gross annual revenue of the Contract, must also meet all administrative and Bid Requirements of the IFB C4CVD18, as applicable to the services provided by the Subcontractor.

Nothing contained in the resulting Contract shall create any relationship between the State and any Subcontractors, and no subcontract shall relieve the Bidder of its responsibilities and obligations. The Bidder is fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them.

The CALNET CMO written approval shall be required for the replacement of any Subcontractor:

1. Identified as expected to receive fifteen percent (15%) or more of the estimated gross annual revenue of the Contract;
2. Validation that the replacement is a Department of General Services (DGS) certified Disabled Veteran Business Enterprise (DVBE) (see Section 2.3.11, *DVBE Program and Incentive*) as applicable; and,
3. When the Bidder is claiming at least twenty-five percent (25%) California certified small business Subcontractor participation (see Section 2.3.9, *Small Business Preference*) and the Subcontractor is a named DGS certified small business, provide validation as applicable.

The Contractor shall not change a Subcontractor if such changes conflict with the work to be performed under this Contract. For DVBE Subcontractor changes, the Contractor shall utilize another DVBE Subcontractor. For DGS Small Business Subcontractor changes, the Contractor shall ensure that twenty-five percent (25%) of the revenue will continue to go to DGS Small Businesses if the Small Business preference was awarded based on twenty-five percent (25%) subcontracting per Section 2.3.9, *Small Business Preference*. The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) Business Days prior to the existing Subcontractor's termination. If this should occur, the Contractor should be aware that the State contract administrator or designee must approve any changes to the Subcontractor's prior to the termination of existing Subcontractor's agreements. This also includes any changes made between submittal of the Final Bid and actual start of the Contract.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new Subcontractor(s) ready to begin work on the Contract.

The Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any Subcontractor. The Contractor is solely responsible for any payments to or claims made by the Subcontractors.

2.3.8 Bidding Preference and Incentive Declaration (M)

The Bidder must complete and submit Exhibit 5: *Bidding Preference and Incentives*, with its Bid. The Bidder must indicate on Exhibit 5 whether it is or is not claiming each preference and/or incentive. Refer to Section 4, *Bid Evaluation*, for details on the amount and application of preference and incentive points during proposal evaluation.

2.3.9 Small Business Preference (O)

Sections 14835, et seq. of the California Government Code requires that a five percent (5%) preference be given to the Bidders who are certified by DGS as a Small Business, or to the Bidders who are not certified by DGS as a Small Business but claim at least twenty-five percent (25%) California certified Small Business Subcontractor participation. The rules and regulations of this law, including the definition of a Small Business, or qualifying non-Small Business, are in California Code of Regulations (CCR), Title 2, Sections 1896, et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in §999.50 et seq. of the Military and Veterans Code.

More information regarding the Small Business preference may be found at: www.dgs.ca.gov/pd/Programs/OSDS.aspx

The Small Business Preference is optional on the part of the Bidder (not Mandatory), is for Bid evaluation purposes only, and does not alter the amount of the awarded Contracts.

The Bidders claiming the Small Business preference must also complete and submit as part of the Final Bid response, Exhibit 7, *GSPD-05-105 Bidder Declarations*, also available at: www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf. The Bidders that are not DGS certified Small Businesses but who are claiming the Small Business preference based on subcontracting at least twenty-five percent (25%) of their awarded revenue to DGS certified Small Businesses must also complete and submit as part of the Final Bid response, an Exhibit 9, *Commercially Useful Function Statement*, for each Small Business Subcontractor.

A Bidder claiming the Small Business Preference by using DGS certified Small Business Subcontractors shall be contractually obligated to use those Subcontractors for the corresponding work identified, unless the State agrees in writing to a substitution per CCR, Title 2 §1896.10.

Certification applications and required support documents must be submitted to the DGS Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the Final Bid due date; and the OSDS must be able to approve the application as submitted. The Bidders may contact the OSDS at (916) 375-4940 for any information or questions concerning certification.

2.3.10 Non-Small Business Subcontractor Preference (O)

A five percent (5%) proposal preference is available to the Bidders who qualify as a non-small business claiming at least 25 percent (25%) California-Certified Small Business Subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25 percent (25%) of the net proposal price with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

The Bidders claiming the five percent (5%) preference must commit to subcontract at least 25 percent (25%) of the net proposal price with one (1) or more California-certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5 p.m. of the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness Subcontractor participation of 25 percent (25%) of its net proposal price shall be given five percent (5%) of the highest responsive, responsible firm's total score. A non-small business that qualifies for this preference may not take an award away from a certified small business.

If claiming a small business preference or using small business Subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 form and submit as Exhibit 7, *GSPD-05-105 Bidder Declaration*, and Exhibit 5, Bidding Preferences and Incentives and submit with Final Proposal. If the Bidder is not using Subcontractors, the Bidder must complete the Bidder Declaration GSPD-05-105 answering the applicable questions on the form and submit as Exhibit 7, *GSPD-05-105 Bidder Declaration* with the Final Proposal.

2.3.11 DVBE Program and Incentive (O)

For the purpose of this solicitation the DVBE program participation requirement has been waived, but the DVBE Incentive is still applicable.

DVBE incentives will be applied pursuant to CCR, Title 2, §§1896.99.100 and 1896.99.120. The incentive will be applied during the evaluation process, and will only be applied to responsive Bids from responsible Bidders providing at least one percent (1.00%) DVBE participation. The incentive amount is based on a scale under which the Bidders obtaining higher levels of participation qualify for greater incentive amounts, according to Table 2, DVBE Incentive Scale, below. The minimum incentive amount for this IFB C4CVD18 is one percent (1.00%) of the total available points not including points for socio-economic incentives or preferences, with a maximum incentive amount of two percent (2%) of those total available points.

Table 2: DVBE Incentive Scale

| Confirmed DVBE participation of: | DVBE Incentive: |
|----------------------------------|-----------------|
| 5% or more | 2.00% |
| 4% up to 4.99% | 1.75% |
| 3% up to 3.99% | 1.50% |
| 2% up to 2.99% | 1.25% |
| 1% up to 1.99% | 1.00% |
| Less than 1% | 0.00% |

The awarded DVBE incentive points will be included in the sum of non-cost points. Application of the incentive shall not displace an award to a Small Business with a Non-Small Business.

Claiming a DVBE Incentive is optional on the part of the Bidder (not Mandatory), is for Bid evaluation purposes only, and does not alter the amount of the awarded Contracts. The Bidders claiming a DVBE incentive must complete Exhibit 7, *GSPD-05-105 Bidder Declarations*, also available at www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf, and Exhibit 6, *STD 843 DVBE Declarations*, also available at www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. Bidders who are claiming the DVBE Incentive based on subcontracting to DSG certified DVBEs must also complete and submit as part of the Final Bid response, an Exhibit 9, *Commercially Useful Function Statement*, for each DVBE Subcontractor.

A separate STD 843 must be completed by California-certified DVBE owners and managers of each DVBE firm that will be participating in the awarded purchase document.

A Bidder claiming the DVBE Incentive by using DGS certified DVBE Subcontractors shall be contractually obligated to use those Subcontractors for the corresponding work identified, unless the State agrees in writing to a substitution.

2.3.12 Commercially Useful Function (O)

All certified small businesses, micro businesses, and/or DVBE Contractors, Subcontractors or suppliers identified in the Bid response used to fulfill the requirements

for one (1) or more of the socio-economic programs (e.g., Small Business Preference or DVBE Incentive) must perform a Commercially Useful Function (CUF) in the resulting Contract. As stated in Military and Veterans Code section 999(b)(5)(B) and Government Code section 14837(d)(4)(A) for the DVBE and small business programs, a business performing a Commercially Useful Function is one that does all of the following:

1. Is responsible for the execution of a distinct element of the work of the Contract.
2. Carries out its obligation by actually performing, managing, or supervising the work involved.
3. Performs work that is normal for its business, services and function.
4. Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payments.
5. Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A certified small business, micro business, and/or DVBE Contractor, Subcontractor or supplier will not be considered to perform a commercially useful function if the Contractor's, Subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of Small Business or DVBE participation.

The Bidder must complete Exhibit 9: *Commercially Useful Function (CUF) Statement for each* Small Business and/or DVBE (Contractor and/or Subcontractor(s)).

At the State's option, the Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information as specified in Exhibit 9 with the proposal may be grounds for rejection of a Small Business or a DVBE Incentive claim.

2.3.13 Target Area Contract Preference (O)

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

The Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as Exhibit 8, *STD 830 TACPA Preference Request* forms, with its Final Proposal.

The required applications/forms are as follows:

1. TACPA (Std. 830)
2. The Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
3. Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<http://www.documents.dgs.ca.gov/pd/poliproc/tacpapage.pdf>

2.3.14 Declaration Forms (M)

All Bidders must complete an Exhibit 7, *GSPD-05-105 Bidder Declaration* for each Subcategory being bid and include it with the Final Bid response. When completing the declaration, the Bidders must identify all of the Subcontractors proposed for participation in the Contract. The Bidders awarded a Contract are contractually obligated to use the Subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the Contract.

At the State's option prior to award, the Bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for Bid rejection.

2.3.15 Phase 3 Customer Orders (M)

The Customers will place orders using the Form 20 ([Telecommunications Service Request \(FORM 20\)](#)), the STD. 65 ([Purchasing Authority Purchase Order \(STD. 65\)](#)), or if non-state, the Customer's purchase document of choice. The State will provide User Instructions and assign criteria for ordering against the Phase 2 Subcategory Contracts awarded as a result of this IFB. In some cases, the Customers may be required to solicit competitive offers from awarded Contractors who have qualified for the Category or Subcategory, at the Procurement Value associated with the Customer's project. The Customers may solicit offers from multiple Contractors even when there is not a Requirement to do so. The Contractors may offer prices that are less than their Contract maximum pricing in accordance with Individual Price Reduction (IPR) provisions in the SOW Business Requirements, Section C.9, *Individual Pricing Reductions (IPR)*.

2.3.16 Phase 3 Performance Bond Notice (M)

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

2.3.17 Federal Universal Service Fund (M)

Federal Grant programs available to schools and libraries under Universal Service Fund require suppliers to be certified as a Universal Service Administrative Company (USAC) and to meet federal requirements for timeliness and accuracy in processing E-Rate requests and invoicing. Since qualified Entities may use the Contracts for purchases that are supported by the Federal Universal Service Fund, successful Contractors shall be responsible for all federally required forms when utilizing the Contracts for such transactions, including FCC Form 473, *Service Provider Annual Certification Form*, and FCC Form 498, *Service Provider Identification Number and Contact Information Form*.

2.3.18 Amendment (M)

Any Contract executed as a result of this IFB C4CVD18, may be amended, consistent with the terms and conditions of the eVAQ and by mutual consent of both parties (with the exception of exercised Term options), subject to approval by the STP under Public Contract Code 12120.

2.3.19 Availability (M)

If at any time after award of this Contract, the Contractor becomes unable to provide any part of its contracted services, the Contractor must, within ten (10) Business Days, notify the State in writing to seek a potential resolution, and if appropriate, propose a replacement of those services which it can no longer provide. The replacement must be at no cost to the State, and shall be equivalent to or exceed the proposed service which was previously offered and accepted by the State in the Contractor's Final Bid or awarded Contract.

The State reserves the sole right to determine if the proposed replacement is acceptable. An inability to provide a Mandatory Requirement may be grounds for Contract termination in whole or in part.

2.3.20 Glossary (M)

The Glossary shall be incorporated within the Contracts awarded as a result of this IFB C4CVD18. This Glossary is provided in this IFB C4CVD18's SOW, Appendix A. The Bidders shall agree to the Glossary without exception.

2.3.21 Individual Price Reduction Notification (M)

The Individual Price Reduction Agreement (IPRA) form shall be incorporated within the Contracts awarded as a result of this IFB C4CVD18. The IPRA is provided in this IFB C4CVD18's SOW, Appendix B. The Bidders shall agree to the IPRA without exception.

2.3.22 Authorization to Order (M)

The Authorization to Order (ATO) form shall be incorporated within the Contracts awarded as a result of this IFB C4CVD18. The ATO is provided in this IFB C4CVD18's SOW, Appendix C (Authorization to Order - Subcategory 19.1) and Appendix D (Authorization to Order - Subcategory 19.2). The Bidders shall agree to the ATO without exception. This form may be modified by CDT after award without requiring a Contract amendment. Prior to any modifications, CDT shall present the revised ATO to the Contractor and CDT shall consider any Contractor suggested changes to the revised ATO.

2.4 BIDDING RULES

2.4.1 Rules Governing Competitive Bidding

This IFB C4CVD18, the evaluation of responses, and the award of any resultant Contracts shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California.

2.4.2 Identification and Classification of Requirements

The State has established certain Requirements with respect to Bids to be submitted by prospective Contractors. The use of "shall", "must," or "will" (except to indicate simple futurity) in the IFB C4CVD18 indicates a Requirement or condition which is Mandatory. A deviation, if not material, may be waived by the State.

A deviation from a Requirement is material if the deficient response is not in substantial accord with the Requirements, provides an advantage to one (1) Bidder over the other Bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid,⁵ amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

The words "should" or "may" in the IFB C4CVD18 indicate desirable attributes or conditions, but are non-Mandatory in nature. Deviation from or omission of such a desirable feature, even if material, will not in itself cause rejection of the Bid.

2.4.3 Irrevocable Offer

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

⁵ The word "bid" as used throughout is intended to mean "proposed," "propose" or "proposal" as appropriate.

2.4.4 IFB C4CVD18 Documents

This IFB C4CVD18 includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of Bids to be submitted and the model(s) of the Contract(s) to be executed between the State and the successful Bidder(s).

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB C4CVD18, the Bidder shall immediately notify the Procurement Official identified in Section 2.1.1, *Procurement Official*, of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Section 2.4.7, *Addenda*, below. Such clarifications shall be given by written notice to all parties who have identified themselves as Bidders to the Procurement Official identified in Section 2.1.1, *Procurement Official*, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the IFB C4CVD18 contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of Bids, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.4.5 Examination of the Work

The Bidder should carefully examine the entire IFB C4CVD18 and any addenda thereto, and all related materials and data referenced in the IFB C4CVD18 or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

2.4.6 Negotiations

The State will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the State's ability to obtain a best value solution, based on the requirements and the evaluation factors set forth in the Solicitation.

2.4.7 Addenda

The State may modify IFB C4CVD18 prior to the date fixed for Contract Award by issuance of an addendum to all Bidders who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively.

2.4.8 Financial Stability

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded eVAQ or Contract awarded as a result of this IFB.

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

2.4.9 Joint Bids

Joint Bids are not applicable.

2.4.10 Confidentiality

The contents of all proposals, Draft Bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence until Notification of Intent to Award. The Bidders should be aware that marking a document "confidential" or "proprietary" in a Final Bid may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document. The content of all working papers and discussions relating to the Bidder's proposal shall be held in confidence indefinitely, unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or the evaluation of the Bid. Any disclosure of confidential information by the Bidder is a basis for rejecting the Bidder's proposal and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code section 19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

2.4.11 Bidder's Cost

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

2.4.12 False or Misleading Statements

Bids which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Bidder may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the Bid, and the attribute, condition, or capability is a Requirement of this IFB C4CVD18, it will be the basis for rejection of the Bid.

2.4.13 Withdrawal and Resubmission of Bids

A Bidder may withdraw its Final Bid at any time prior to the Final Bid submission date and time specified in Section 2.2, *Key Action Dates*, by submitting a written notification of withdrawal signed by the Bidder's authorized person that signed the cover letter per Section 2.3.5, *Cover Letter*. The Bidder may thereafter submit a new or modified Bid prior to such Bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Bids cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Section 4.1.3, *Errors in the Final Bid*.

2.4.14 Rejection of Bids

The State may reject any or all Bids and may waive any immaterial deviation or defect in a Bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB C4CVD18 documents or excuse the Bidder from full compliance with the IFB C4CVD18 specifications if awarded the Contract.

2.4.15 Bidder Representatives

Any correspondence, communication or meetings between the State and the Bidder during the procurement process shall not include third party representatives (e.g., Lobbyists, Bidder's Consultants). The State reserves the right to limit correspondence and communications recipients or meeting attendees.

3 FORMAT AND SUBMISSION REQUIREMENTS

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

3.1 SUBMISSION REQUIREMENTS

3.1.1 Date, Time and Address of Submittals

Mail or deliver Bids to the Procurement Official listed in Section 2.1.1, *Procurement Official*. If mailed, it is suggested that Bidders use certified or registered mail with return receipt requested, as delivery of documents is at the Bidder's own risk of untimely delivery, lost mail, etc.

Proposals and Bids must be received not later than the dates and times specified in Section 2.2, *Key Action Dates*. A Final Bid not received by the date and time specified in Section 2.2, *Key Action Dates*, or not sealed, may be rejected.

Bids should be submitted as follows:

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

3.1.2 Packaging and Labeling

The Bidder's overall package shall be sealed and labeled as follows:

1. The Bidder's name and address
2. The IFB number "IFB C4CVD18"
3. Identification of the submittal as either "Draft Bid" or "Final Bid"
4. Box "# of #", if more than one (1) box is required for the entire submission.
5. Each binder and CD/DVD must be plainly marked with:

- a. The Bidder's name
- b. The IFB number "IFB C4CVD18"
- c. Identification of the submittal as either "Draft Bid" or "Final Bid" and the due date of the submission.
- d. The number and name of the Subcategory, e.g., "Subcategory 19.1, Cellular Business Services". The Volume number and title as appropriate for the type of submittal as listed below:
 - i. Draft Bids shall contain up to two (2) Volumes as described in Section 3.2, *Draft Bids*.
 - ii. Final Bids shall contain up to three (3) Volumes as described in Section 3.3, *Final Bids*.

Inclusion of any cost information, including references to percentage discounts in the Draft Bids may preclude the Bidder from continuing in the procurement process.

For the Final Bids, each Subcategory's Volume 3, Cost Information should be in its own sealed package (or envelope) that is separate from Volumes 1 and 2 and also separate from the Volume 3 Cost Information of any other Subcategory. Each separately sealed Volume 3 CDs/DVDs within it must all be clearly marked with:

1. The Bidder's name
2. The IFB number, as "IFB C4CVD18"
3. The Subcategory Bid, e.g., "Subcategory 19.1, Cellular Business Services"
4. "Volume 3, Cost Information"

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

3.1.3 Formatting

1. The Bidders shall not add logos, graphics, or backgrounds to any portion of IFB C4CVD18.
2. The Bidders shall not modify any portion of the original text or format of this solicitation (including footer text) and the Bidder's response shall be submitted as originally presented by the State, except:
 - a. The Bidders shall only modify the header text of their response to add the Bidder's actual name in place of "Bidder's Name" above "IFB C4CVD18" in the text, font and format provided;
 - b. When adding a watermark to the Master copy of the Bid; and,
 - c. Where the Bidders are instructed to provide a response.
3. Hard Copy Submissions should:

- a. Be on standard 8.5" x 11" paper. Hard copy of large size drawings shall not be larger than Standard E-size format; and,
 - b. Use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material.
4. Soft Copy Submissions should:
- a. Be in searchable Microsoft Word and Excel (version 2013 or higher) as appropriate, or compatible, except:
 - iii. Electronic files of drawings shall be in AutoCAD Reader 2010 Version 18, Release 24 or newer (.dwg) or Microsoft Visio 2003 or newer (.vsd), or compatible; and,
 - iv. Exhibits requiring signatures may be submitted in PDF format.
 - b. Use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material.
 - c. Be organized into appropriate files and folders designed for easy access.
 - d. Be separate files as originally released by the State (this does not apply to any Exhibits). Exhibits must be submitted as individual files.
 - e. Bid documents should not be combined into one (1) large document (i.e., do not combine the SOW Business Requirements document and the Exhibit document together).
 - f. Be separate files as originally released by the State and shall not be embedded as an attachment in a master document.

3.1.3.1 Specific Formatting by Volume

1. Volume 1 – Common Administrative Requirements shall be provided in the following number of copies:
 - a. One (1) Master hard copy (printed marked "Master")
 - b. Two (2) soft copies (CD/DVDs)
2. Volume 1 – SOW Business Requirements shall be provided in the following number of copies:
 - a. Two (2) soft copies (CD/DVDs, one (1) with all documents watermarked "Master")
3. Volume 2 – Subcategory Requirements shall be provided in the following number of copies:
 - a. Two (2) soft copies (CD/DVDs, one (1) with all documents watermarked "Master")
4. Volume 3 – Cost Information shall be provided in the following number of copies:

- a. Two (2) soft copies (CD/DVDs, one (1) with all documents watermarked “Master”)

The Bidders shall not include cost figures in any Volume 1 or Volume 2 of the Final Bid, or in any prior submittal (Draft Bids or other correspondence). Inclusion of cost figures in Volumes 1 and 2 of the Final Bid or in any prior submittal may be considered a material deviation and result in rejection of the Bid.

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

3.2 DRAFT BIDS (MANDATORY)

Submission of a Draft Bid is a Mandatory step for this IFB C4CVD18. Draft Bids are due to the Procurement Official listed in Section 2.1.1 by the date and time indicated in Section 2.2, *Key Action Dates*. **Failure to submit a Draft Bid will disqualify the Bidder from Contract Award as a result of this IFB C4CVD18.**

The intent of the Draft Bid submittal is to determine whether the Bidder’s proposed solutions and services are responsive to the Requirements. Draft Bids will allow the State to potentially identify elements that are not responsive and the changes would be necessary and acceptable for a responsive and responsible Final Bid to be submitted by the Bidder. Therefore, it is important to note that Draft Bids should be complete in every aspect as required by Section 3.3, *Final Bids*, without costs on any Draft submittal document and without submitting Volume 3, *Cost Information*. **Submission of any costs, including Volume 3, may be considered a material deviation and disqualify the Bidder from further participation in the IFB process.**

The Bidders are cautioned not to rely on the State’s review of the Draft Bids to discover and report to the Bidder all defects and errors in the submitted documents. The State makes no warranty that all such errors will be identified during the review of the Draft Bid or that such errors remaining in the Final Bid will not cause the Final Bid to be rejected.

The inclusion of cost information in the Draft Bid may be a basis for rejecting the Bid and notifying the Bidder that further participation in the procurement is prohibited.

Any product supporting literature containing costs or rates, (such as catalogs, maintenance service rates, etc.), submitted as part of the Draft Bid should have all cost figures replaced with “XXX”, or otherwise obscured.

3.2.1 Confidential Discussions Following Draft Bids

After the State’s review of Draft Bids, the Bidders that have submitted Draft Bids will be invited to participate in Confidential Discussions with the State. The Bidders will be notified in writing of the content for the discussion as well as the date and time.

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

The Bidder should bring to the discussion those persons who may be required in order to answer questions and to commit to changes. The Bidder participation may be limited to five (5) individuals in accordance with Section 2.4.15, *Bidder Representatives*. To the maximum extent practical, the Bidder will address the evaluation team's concerns described in the agenda, and any attachments thereto, and should be prepared to answer questions and discuss each of the agenda items.

3.3 FINAL BIDS

Final Bids not received by the date and time indicated in Section 2.2, *Key Action Dates*, shall not be evaluated. Delivery Requirements shall be as defined in Section 3.1, *Submission Requirements*. **Additionally, Final Bids received from a Bidder that did not submit a Draft Bid shall not be evaluated.**

The Bidder's Final Bid must be a complete submission rather than simply the changes made by the Bidder to its Draft Bid. Before submitting its Final Bid, the Bidder should carefully proof it for errors and adherence to all Requirements.

3.3.1 Organization of Submission

The Bidder's response shall be in the order indicated below. Instructions for individual items are in Section 3.3.2, *Specific Instructions for Final Bid Items*.

3.3.1.1 Volume 1 – Response to Common Administrative Requirements (hard and soft copy)

1. Volume 1 – Response to Common Administrative Requirements contains each item listed below, applicable to all Categories, in the following order – all soft copies shall be provided as separate files.
 - a. Cover Letter (Section 2.3.5)
 - b. Exhibit 2: Confidentiality Statement (if not previously provided) (Section 2.3.2)
 - c. Exhibit 3: Response to Administrative Requirements (Section 2.3)
 - d. Exhibit 4: *STD 213, Standard Agreement – Telecommunications* (Section 2.3.6)
2. Volume 1 – Response to the SOW Business Requirements (soft copy CD/DVD only)
 - a. Complete response to the SOW Business Requirements common to all Categories.

3.3.1.2 Volume 2 – Response to Unique Subcategory Requirements (soft copy CD/DVD only)

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

1. Required IFB C4CVD18 Exhibits unique to each Subcategory (as separate files), in the following order:
 - a. Exhibit 5: Bidding Preference and Incentive (Section 2.3.8)
 - b. Exhibit 7: *GSPD 05-105 Bidder Declaration* (Section 2.3.14)
2. Preference/Incentive Exhibits, (required only if the Bidder is applying for any of the preference and incentive programs for itself or its Subcontractors):
 - a. Exhibit 6: STD 843, DVBE Declarations (required if claiming a DVBE incentive per Section 2.3.11.)
 - b. Exhibit 8: *STD 830 TACPA Preference Request* (required if claiming TACPA preference per Section 2.3.13.)
 - c. Exhibit 9: *Commercially Useful Function Statement* (required if claiming a SB subcontracting preference or a DVBE subcontracting incentive per Section 2.3.12.)
3. SOW Submittals unique to each Subcategory:
 - a. Complete response to SOW Technical Requirements
 - b. Complete response to Catalog A (without Costs) – only required **for Draft Bids**

3.3.1.3 Volume 3 – Cost Information (soft copy CD/DVD only) – Final Bids Only

A separately sealed and labeled Volume 3 envelope should be submitted for each Subcategory being bid. Each submitted Volume 3 should contain:

1. Cost Worksheets
2. Catalog A (with Costs) per Section 3.3.2.7, *Catalog A (with Costs – Final Bids Only)*
3. Cost Supporting Literature (only required if offering Unsolicited priced items)

Note to Bidders: Requirements that state the “Bidder shall provide” means that the Bidder must fulfill the specific Requirements and submit with the response. Requirements that state the “Contractor shall provide” means that the responsibility to fulfill the Requirements are the responsibility of the Contractor after Contract Award.

Example:

The Bidder's submittal for Subcategory 19.1 will consist of:

1. One (1) binder (with two (2) CD/DVDs) of Volume 1 – Response to Common Administrative Requirements.
2. Two (2) CD/DVDs of Volume 1 – Response to the SOW Business Requirements.
3. Two (2) CD/DVDs of Volume 2 - Response to Unique Subcategory Requirements.
4. Two (2) CD/DVDs of Volume 3 – Cost Information.

Each Volume 3 CD/DVD should be separately sealed and labeled.

3.3.2 Specific Instructions for Bid Submissions

The Bidders shall adhere to the following instructions concerning specific portions of their Bids. The Bidders shall include the following items.

3.3.2.1 SOW Mandatory Business Requirements

The SOW Business Requirements for this IFB are mandatory to both Subcategory 19.1 and 19.2, unless specifically stated:

1. "This Requirement applies to Subcategory 19.1 only" In this case, if the Bidder is not submitting a Bid for Subcategory 19.1 (the Bidder is bidding on Subcategory 19.2 only), then instead of submitting a "yes" or "no" response, the Bidder would mark "N/A" for not applicable.

"Bidder understands the Requirement and shall meet it or exceed it?
Yes ___ No ___ N/A ___ (Respond N/A if not bidding Subcategory 19.1 only)"

OR

2. Supplemental Requirements applies to Subcategory 19.2 only

The Bidders shall check either "Yes" or "No" in response to the question to indicate that either a "Yes" that they understand the State's Requirement as stated in the SOW and that they shall comply with the Requirement, or "No" that they cannot or do not intend to meet the Requirement as stated. A Bidder's response of "No" to a Mandatory (M) Requirement WILL be considered a Material Deviation and disqualify the Bidder from possible Contract Award.

3.3.2.2 SOW Mandatory Technical Requirements

1. RESPONSE TO MANDATORY REQUIREMENTS

All Mandatory (M), Mandatory Scorable (M-S) Requirements in the SOW's Technical Requirements will have a Bidder response line that essentially states:

“Bidder understands the Requirement and shall meet it or exceed it? Yes____
 No_____”

The Bidders shall check either “Yes” or “No” in response to the question to indicate that either a “Yes” that they understand the State’s Requirement as stated in the SOW and that they shall comply with the Requirement, or “No” that they cannot or do not intend to meet the Requirement as stated. A Bidder’s response of “No” to a Mandatory (M) or Mandatory Scorable (M-S) Requirement WILL be considered a Material Deviation and disqualify the Bidder from possible Contract Award.

Unless otherwise listed, each reference to an SOW Requirement includes all aspects of the Requirement that may be required in order to provide full functionality of the Requirement whether or not every aspect is detailed in the Requirement’s specification, and whether or not the SOW Section number is included in the response question. All Bidders must provide a response to every Requirement within each Subcategory they are bidding. Failure to respond to a Mandatory (M) or Mandatory Scorable (M-S) Requirement may be considered a Material Deviation and disqualify the Bidder from possible Contract Award.

2. RESPONSE TO MANDATORY TABLES

Many Mandatory Requirements also contain tables of Mandatory products or items that the Bidders must respond to. An example is depicted below.

Figure 1: Example of a Mandatory Requirement table

| Table 19.1.2.2.1.a – Voice, Text and Data Service Plans | | | | | | |
|---|--------------|---------------------|--------------------|----------------------|--------------------------|---|
| | Feature Name | Feature Description | Product Identifier | Bidder’s Description | Bidder Meets or Exceeds? | |
| | | | | | Y | N |
| | | | | | | |

For each Mandatory table item, the Bidders must respond to the question, “Bidder Meets or Exceed? Y N” by checking either the “Y” (Yes) column’s box to indicate that the Bidder will meet or exceed the Requirement (or agrees to meet the Requirement); or by checking the “N” (No) column’s box to indicate that the Bidder does not commit to meet or exceed the Requirement (or does not agree to meet the Requirement). Failure to respond to either the “Y” or the “N” box, may be considered a Material Deviation and disqualify the Bidder from possible Contract Award.

For each Mandatory table that includes a field for the Bidder's Description (as in the example in Figure 2), the Bidder has the option to enter limited descriptive text that further clarifies the service/feature Requirement. The Bidders are not required to enter information in the "Bidder's Description" field. Conditional or contradictory statements that conflict with the Requirements may be considered a Material Deviation and disqualify the Bidder from possible Contract Award. Additionally, providing extensive language or references to online links (URLs) (except where specifically requested) may be considered a Material Deviation and disqualify the Bidder from possible Contract Award. The Bidders shall not include marketing language in the "Bidders Description" field.

3. RESPONSE TO MANDATORY SCORABLE REQUIREMENTS

The SOW Technical Requirements contain tables where the Bidder is required to commit to a stated minimum level of performance that will be scored for those Mandatory items. The Bidders must indicate their commitment by entering either "B" (Basic), "S" (Standard), or "P" (Premier), as applicable, for each Mandatory Scorable (M-S) Requirement. Failing to enter a commitment may be considered a Material Deviation and disqualify the Bidder from possible Contract Award. Refer to Section 4.2.4, *Scoring of SOW Technical Requirements*, for scoring and points distribution.

4. ADDITIONAL RESPONSE GUIDELINES

If, in the sole opinion of the State, a Bidder's Description contradicts the Bidder's assertion that it understands the Requirement and will meet or exceed it, the State may declare that the Bidder has not met the Requirement, and may be considered a material deviation, causing the Bid to be rejected for non-compliance.

The Bidders should be aware that descriptions that exceed the minimal Requirement specified in the SOW may cause the Bidder to be committed to providing the higher level of service offered by the Bidder in its description at the price offered by the Bidder for the SOW specified Requirement.

Where no description is allowed or requested the Bidder must meet the Requirement exactly as stated without deviation. The Bidder shall not provide additional language or descriptions in any area not requested. Providing additional language or descriptions in any area not requested may be considered a material deviation and disqualify the Bidder from possible Contract Award.

Pricing or cost information should not be included in any response, description or literature submitted by the Bidder within its response to the SOW's Mandatory Business or Technical Requirements. Failure to comply with this may be considered a material deviation.

3.3.2.3 Unsolicited Offerings

SOW Technical Requirements may include product tables that will allow the Bidder to offer additional items that are not specified in the Requirement. Where the SOW does not offer the Bidder the opportunity to offer Unsolicited items, the Bidder shall not offer them.

Unsolicited items are optional, but if offered by the Bidder, unsolicited items must be relevant to and within the scope of the SOW Technical Requirement of the applicable Subcategory to which the Bidder is responding. Unsolicited offerings may provide additional features or functionalities, but may not replace or negate the State’s Requirement or offer a solution that is presented as a replacement in order for the Bidder to bypass the Mandatory Requirement. The State reserves the sole right to determine if an Unsolicited item is out of scope or is otherwise not in the State’s program interests. Such items may be rejected by the State up to 90 calendar days after award. See Section 5.1, *Removal of Unsolicited Items*.

Pricing or cost information should not be included in any response, description or literature submitted by the Bidder within its Volume 1 or Volume 2 response to the unsolicited SOW Business or Technical Requirements.

An example of an Unsolicited offering table is provided below.

Figure 2: Example of an Unsolicited offering table

| Table 19.1.2.2..b – Unsolicited Voice, Text and Data Service Plan Features | | |
|--|--------------------|----------------------|
| Feature Name | Product Identifier | Bidder’s Description |
| | | |
| | | |

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

1. “Feature Name” shall provide the Bidder’s **unique** name of the feature.
2. “Product Identifier” shall provide the Bidder’s unique product identifier that will be used for all CALNET transactions.
3. “Bidder’s Description:” shall provide additional information used to differentiate the service or product from other items.

The “Bidder’s Description” field may be expanded as necessary to accommodate content, and the Bidders may expand this table by duplicating rows in order to offer multiple Unsolicited items or features.

3.3.2.4 Catalog A (without Costs) – Draft Bids Only

This Section 3.3.2.4 applies only to Section 3.2, *Draft Bids (Mandatory)*. The Bidders are required to submit a Catalog A with costs with their Final Bid (refer to Section 3.3 for Final Bid submission Requirements).

The Bidders shall submit a Catalog A (without costs) with their Draft Bid Volume 2 that contains all Mandatory and offered Unsolicited services.

Catalog A shall include information as shown below in Figure 3, and is also provided as a separate MS Word file for the Bidders to complete and submit with their Draft Bid.

Figure 3: Example of Catalog A format
Table 19.2.2.1 – Voice and Text Service Plan

| |
|---|
| Contractor's Description of Service, include required service description offered by the Contractor: |
| Geographic Availability: |
| Service Limitations and Restrictions: |

| Table 19.2.2.1 –Voice and Text Service Plan for Basic Phones Only | | | | | | |
|---|------------------------------------|-----------------|--------------------|--|----------------------|--------------------------|
| | Feature Name | Unit of Measure | Product Identifier | Restrictions, Limitations and Additional Information | Non-Recurring Charge | Monthly Recurring Charge |
| Table 19.2.2.1.a –Voice and Text Service Plan for Basic Phones Only | | | | | | |
| 1 | Voice and Text Service Plan | Month | | | | |
| 2 | Wireless Priority Service | Month | | | | |
| Table 19.2.2.1.b – Unsolicited Voice and Text Service Plan Features for Basic Phones Only | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |

Instructions for completing Catalog A for Mandatory and Unsolicited items are provided below. The Bidders are cautioned that any language provided by the Bidder that contradicts the State’s Requirements may be considered a Material Deviation and disqualify the Bidder from possible Contract Award.

1. The Bidders are to only fill in the unshaded cells when Catalog A is submitted with the Draft Bids. Do not fill in any cost information.⁶
2. The Contractor’s Description of Service, including required service description offered by the Contractor.

⁶ The Bidders will fill in the cost portions and submit with their Final Bid per Section 3.3.2.7, *Catalog A (with Costs – Final Bids Only)*.

3. Geographic Availability: Describe where the service is geographically available.
4. Service limitations and Restrictions: Describe limitations and restrictions common to all service features. If the Bidder has no service limitations or restrictions, the Bidder shall indicate such by entering “none”. The Bidders are cautioned that any of the following limitations or restrictions provided by the Bidder are unacceptable and may be considered a Material Deviation and disqualify the Bidder from possible Contract Award (this is not an all-inclusive list and is provided for example):
 - a. Minimum monthly Usage Charges (see Section 69 of the eVAQ General Provisions – CALNET, *Charges*);
 - b. Requirements for a minimum order quantity for any service or feature;
 - c. Requirements for the Customers to commit to more than one (1) month’s service; or,
 - d. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.
5. Product Identifier: Enter the Product Identifier that matches the Product Identifier provided in the Bidder’s response to the SOW Technical Requirements.
6. Non-Recurring Charge: DO NOT ENTER ANYTHING IN THIS COLUMN.
7. Monthly Recurring Charge: DO NOT ENTER ANYTHING IN THIS COLUMN.

The instructions below apply only to Unsolicited items in Catalog A:

1. Feature Name: The Feature Name as provided by the Bidder in the corresponding SOW Technical Requirements table.
2. Unit of Measure: The unit of measure applicable to the service/feature being offered by the Bidder.

3.3.2.5 SOW Supporting Literature

The Bidders shall not provide supplemental or supporting product literature within their submitted Volumes 1 and 2. Providing such literature may be considered a material deviation and the content included in such literature may be considered a material deviation and disqualify the Bidder from potential Contract Award.

3.3.2.6 Cost Worksheet Information

All cost and pricing information must be contained within the Bidder’s separately sealed Volume 3. In providing its cost information for Mandatory and Unsolicited items, the Bidder must use the MS Excel Cost Worksheets provided with this IFB C4CVD18.

In determining their bidding strategy, the Bidder needs to establish their own best estimates of applicable unit transaction volumes. Note that actual transaction volumes experienced by each awarded Contractor may vary significantly from the transaction volumes in the cost worksheet depending upon a variety of factors. **The Bidders are cautioned that the estimated numbers of transactions used in the "Calc" tabs of the Cost Worksheets are for cost evaluation purposes only and should not be relied on as a forecast of actual transaction volumes.**

Instructions for the Cost Worksheets are as follows:

A. SERVICE COSTS

The Bidder shall list all costs to the State to provide the services and features ordered through its Contracts awarded as a result of this IFB C4CVD18. The Bidder shall identify in its submitted SOW Cost Worksheets all costs associated with the Subcategory being bid. Only the items listed by the State in the Cost Worksheets or provided as Unsolicited Items by the Bidder shall be priced. All other SOW Business and Technical Requirements shall be provided at no cost. Costs will include all Non-Recurring, Monthly Recurring, usage, Contract volume discounts, and term pricing options as applicable. Term pricing options will be limited to specifically designated services approved by the State. Unless specifically stated otherwise by the State, any proposal for listed pricing is to include all elements necessary to configure an instance of working service (activation, delivery, and training). Service elements without associated pricing will be considered no charge items. Therefore, the Bidder should review all Cost Worksheets carefully prior to Final Bid submission. Costs proposed for a Subcategory may not be conditioned or affected by award of any other Subcategory. All service costs (including costs for Unsolicited items) listed in the Final Bid Cost Worksheets shall be the maximum costs allowable, and shall not increase during the Contract Term including extensions.

B. USAGE BASED COST STANDARD

All costs entered by the Bidder for Usage Based Services in the Cost Worksheets shall not extend more than four (4) decimal places.

C. SERVICE TAXES, FEES AND SURCHARGES

Applicable taxes, fees, surcharges, and surcredits shall not be a component of the pricing proposed in the Cost Worksheets.

D. COST WORKSHEETS

The Bidders shall fill out the Cost Worksheets, for all Subcategory costs bid. The Bidders shall submit their cost worksheets per the instructions in Section 3.1, *Submission Requirements*, (with dollar amounts and discount percentages only

contained in the Final Bid, and then within separately sealed envelopes). The submitted costs contained within the worksheets will be used for evaluation purposes per Section 2, *Cost Evaluation*, and will also be used to establish the maximum contracted costs and rates of the final awarded Contracts.

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

If a service feature or element identified in the SOW Business and Technical Requirements is not specifically identified within its associated SOW Cost Worksheets, it shall be provided by the Bidder at no additional charge when the item is ordered by the Customer. The Bidders shall provide one (1) single, uniform price throughout the Bidder’s commercial service area or as defined by the SOW Technical Requirements for the Standardized Service Plans and unsolicited services. Thus, a Bidder that offers its services commercially to both Los Angeles and Eureka shall offer its equivalent CALNET Cellular Voice and Data Services at the same maximum Bid rate for a location in Los Angeles and Eureka regardless of whether or not the service had been previously delivered to a Customer in Eureka or not.

3.3.2.6.1 Cost Worksheet Elements – Mandatory Services

The SOW Cost Worksheets contain the following elements:

1. Non-Recurring Charge:

Non-Recurring Charges for services or features shall be provided per Product ID excluding any State Associated Administrative Fee (SAAF), where applicable, in the Cost Worksheets. Cost Worksheets that include “N/A” in the “Non-Recurring Charge” field are intended to designate services and features where the installation and/or activation charges do not apply or related Equipment, installation or activation costs are amortized in Monthly Recurring Charges.

2. Monthly Recurring Charge:

Monthly Recurring Charges for services or features shall be provided per Product ID excluding any SAAF, where applicable, in the Cost Worksheets. Cost Worksheets that include “N/A” in the Monthly Recurring field are intended to designate services that are to be priced on a one-time non-recurring basis.

3.3.2.6.2 Equipment Discount Percentage - Mandatory

The Bidder’s discount percentages associated with the Equipment shall be provided as a percentage discount off the Manufacturer’s List Prices in the Cost Worksheets submitted with the Final Bid.

The Bidders shall enter the percentage discounts in the Cost Worksheets for this Contract for each Equipment type (Basic Mobile Phone, Smartphone, Mobile Hotspot, Tablet, and Accessories).

The percentage discount represents the minimum discount provided to the Customers. The Contractor may offer greater discounts throughout the Contract Term.

3.3.2.6.3 Cost Worksheet Elements – Unsolicited Items

Cost tables for Unsolicited items are offered in the Cost Worksheets to allow the Bidders to price their offered Unsolicited items. Unsolicited items identified by the Bidder in the Cost Worksheets must match the Unsolicited items in the associated Unsolicited table in the Bidder’s response to the SOW Technical Requirements.

Unsolicited items added to the Contract that provide essentially the same functionality as a State identified Mandatory no-charge feature, element or SOW Technical Requirement not included in the cost sheets shall be provided at no cost.

The State, at its sole discretion, will determine which of the proposed Unsolicited features or elements will be included in the awarded Contract. The Bidders are cautioned that Unsolicited items priced above market rates will likely not be included in the Contract. The Bidders shall not provide Unsolicited services that represent an unbundling of the services identified in the SOW Technical Requirements.

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

Figure 4: Example of a cost table for Unsolicited offerings

| | | | | | |
|---|--|---------|---------|------------|--|
| Total Percentage Discount for this Cost Worksheet | | Offer | Catalog | % Discount | |
| | | \$63.00 | \$77.00 | 18.2% | |

| 19.1.2.2.b - Unsolicited Voice and Text Service Plan Features | | | * Note Extended prices based on 1 install and 12 months recurring | | | | | | Catalog Reference Information | | | | |
|---|-----------------|----------------------|---|------------------|----------------------|--------------------------|------------------|------------|-------------------------------------|--------------------------------------|----------|-------|----|
| Unsolicited Product or Feature Name | Unit of measure | Offer Price | | | Catalog Price | | | % Discount | Bidder's Catalog Product Identifier | Reference document (name of catalog) | Location | Page | |
| | | Non-Recurring Charge | Monthly Recurring Charge | Extended Price * | Non-Recurring Charge | Monthly Recurring Charge | Extended Price * | | | | | | |
| 1 | Widget | Each | \$15.00 | \$1.50 | \$53.00 | \$18.00 | \$2.00 | \$62.00 | 15% | WGT | Brochure | Tab 1 | 12 |
| 2 | Expedite | Order | \$10.00 | N/A | \$10.00 | \$15.00 | N/A | \$15.00 | 33% | Expedite | Brochure | Tab 3 | 2 |

In the above example, Unsolicited items 1 and 2 have been filled in for illustrative purposes only. The actual Unsolicited cost tables are Excel worksheets, and the Bidder may expand columns or rows to accommodate necessary content.

The Bidders shall use the Unsolicited tables provided in the Cost Worksheets, and shall only fill in the unshaded cells. The Bidders must fill in all unshaded cells for each offered Unsolicited item; reliance upon the prices contained in the published catalog is insufficient. The definition of the elements in the Unsolicited cost tables (Non-Recurring Charge, Monthly Recurring Charge, Unit of Measure) are the same as those for the Mandatory cost tables as defined in this Section 3.3.2.6, *Cost Worksheet Information*.

In addition to submitting the Cost Worksheets with the Final Bid, the Bidder must also submit, as part of its cost proposal, a dated copy of its published catalog(s) that includes the published product descriptions and published prices, for all Unsolicited items that will be scored per Section 4.2.5.5, *Scoring of Unsolicited Item Costs*. Such catalogs may be those of the Bidder, or may be of a manufacturer or supplier of the Unsolicited items from whom the Bidder will be obtaining the item. Any active Contract or state and/or federal published tariffs may be considered an acceptable form of a published catalog. A Bidder may submit more than one (1) catalog in order to confirm all Unsolicited offerings within a Subcategory, but the Bidder shall only reference one (1) catalog per Unsolicited item. If the published catalog price list(s), or manufacturer's published price list, is in a separate document from the published catalog descriptions, the Bidders must identify both referenced documents and locations in order to allow the State to confirm that the offered prices correspond to the Bidder's Unsolicited product or feature description. The catalog pricing document must also be publicly available, i.e., dated and published.

The published catalogs and published price lists may be organized in any manner deemed appropriate by the Bidder, but should be organized in a manner that facilitates the ability of the State to locate information germane to the Requirements. The published catalogs and published price lists are to be included in the Bidder’s Volume 3 response, separately for each Subcategory Bid.

Failure to provide published documents or catalogs and published price lists with the Bidder’s Volume 3 response for any Unsolicited offering will result in a zero (0) point score for the Unsolicited offering.

3.3.2.7 Catalog A (with Costs) – Final Bids Only

This Section 3.3.2.7 applies only to Section 3.3, *Final Bids*. The Bidders are not required to submit a Catalog A without costs with their Draft Bid (refer to Section 3.2 for Draft Bid submission Requirements).

The Bidders shall submit a Catalog A (with costs) with their Final Bid Volume 3 that contains all Mandatory and offered Unsolicited SOW Technical Services and associated costs. This catalog shall include information as shown below in Figure 5, and is provided as a separate MS Word file for Bidders to complete and submit with their Final Bid.

Catalog A will become a list of the Bidder’s priced items approved by the State for award, and will be part of the Contract. Items not approved by the State for final award shall not be included in Catalog B (Section 5.3.1). All changes to Catalog A after Contract Award shall be accomplished in accordance with the State’s Contract amendment process.

Figure 5: Example of Catalog A (with Costs) format

Table 19.1.2.2.3 –Voice and Text Service Plan

| |
|---|
| Contractor’s Description of Service, include required service description, features and additional features offered by the Contractor: |
| Geographic Availability: |
| Service Limitations and Restrictions: |

| Table 19.1.2.2.3 –Voice and Text Service Plan for Basic Phones Only | | | | | | |
|---|-----------------------------|-----------------|--------------------|--|----------------------|--------------------------|
| | Feature Name | Unit of Measure | Product Identifier | Restrictions, Limitations and Additional Information | Non-Recurring Charge | Monthly Recurring Charge |
| 1 | Voice and Text Service Plan | Month | | | | |

Instructions for completing Catalog A for Mandatory and Unsolicited items are provided below. The Bidders are cautioned that any language provided by the Bidder that contradicts the State's Requirements **may be considered a material deviation and disqualify the Bidder from possible Contract Award.**

1. Contractor's Description of Service, including required service description, and additional features offered by the Contractor.
2. Geographic Availability: Describe where the service is geographically available.
3. Service limitations and Restrictions: Describe limitations and restrictions common to all service features. If the Bidder has no service limitations or restrictions, the Bidder shall indicate such by entering "none". The Bidders are cautioned that any of the following limitations or restrictions provided by the Bidder are unacceptable and may be considered a material deviation and disqualify the Bidder from possible Contract Award (this is not an all-inclusive list and is provided for example):
 - a. Minimum monthly Usage Charges (see Section 69 of the eVAQ, *Charges*);
 - b. Requirements for a minimum order quantity for any service or feature;
 - c. Requirements for the Customers to commit to more than one (1) month's service; or,
 - d. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.
4. Feature Restrictions, Limitations and Additional Information: Identify all restrictions, limitations and other information that is uniquely associated with the offered item or feature (i.e., not common to all features), including specific dependencies and configuration Requirements. The Bidders are cautioned that any of the following limitations or restrictions provided by the Bidder are unacceptable and may be considered a material deviation and disqualify the Bidder from possible Contract Award (this is not an all-inclusive list and is provided for example):
 - a. Minimum monthly Usage Charges (see Section 69 of the eVAQ, *Charges*);
 - b. Requirements for a minimum order quantity for any service or feature;
 - c. Requirements for the Customers to commit to more than one (1) month's service; or,
 - d. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.

5. Non-Recurring Charge: The Bidders shall enter the Non-Recurring Charge which must match those submitted in the Bidder's Cost Worksheets.
6. Monthly Recurring Charge: The Bidders shall enter the Monthly Recurring Charge which must match those submitted in the Bidder's Cost Worksheets.

The instructions below apply only to Unsolicited items in Catalog A:

7. Feature Name: The Feature Name as provided by the Bidder in the corresponding SOW Technical Requirements table and the Unsolicited Cost Worksheets.
8. Unit of Measure: The unit of measure applicable to the service/feature being offered by the Bidder as provided by the Bidder in the corresponding Unsolicited Cost Worksheets.
9. Product Identifier: Enter the Product Identifier that matches the Product Identifier provided in the Bidder's response to the SOW Technical Requirements.

3.3.2.8 Bid Submission Checklist

A Final Bid Submission Checklist of submittal documents is provided as Attachment 1. The Bidders are encouraged to use the checklist to assist them in submitting a compliant Final Bid.

The State makes no warranty that the checklist is a full and comprehensive listing of every Requirement specified in the IFB C4CVD18. Checking off the items on the checklist does not establish the Bidder's intent nor does it constitute responsiveness to the Requirements.

The checklist is only a tool to assist participating Bidders in compiling the Final Bid response and is not required to be submitted with the Final Bid.

3.4 BEST AND FINAL OFFERS

Best and Final Offers (BAFOs) shall be organized and provided per the instructions of Section 3.3, *Final Bids*, except that all changes shall be marked with tracked changes, and shall include an Executive Summary of changes, with a corresponding statement, as described in Section 4.3.3, *BAFO Submission*.

4 BID EVALUATION

Final selection for a Contract Award will be based on the Bidder being responsive to IFB C4CVD18 and the Bidder’s best value score as described in this Section 4. Only a Bidder’s Final Bid shall be used for Final Bid evaluation; Draft Bids shall not be used.

The distribution of evaluation points for each Subcategory is as follows:

Table 3: Overall evaluation percentages and possible points for 19.1

| Evaluation group | Percentage | Possible Points |
|---|-------------------|------------------------|
| Administrative Requirements | Pass/Fail | n/a |
| Mandatory SOW Business and Technical Requirements | 40% | 4,000 |
| Mandatory Scorable SOW Technical Requirements (M-S) | 20% | 2,000 |
| Cost | 30% | 3,000 |
| Unsolicited Offerings Discount Off List | 2.5% | 250 |
| Equipment Discount Off List | 7.5% | 750 |
| Total: | 100% | 10,000 |

Table 4: Overall evaluation percentages and possible points for 19.2

| Evaluation group | Percentage | Possible Points |
|---|-------------------|------------------------|
| Administrative Requirements | Pass/Fail | n/a |
| Mandatory SOW Business and Technical Requirements | 40% | 4,000 |
| Mandatory Scorable SOW Technical Requirements (M-S) | 20% | 2,000 |
| Cost | 30% | 3,000 |
| Unsolicited Offerings Discount Off List | 5% | 500 |
| Equipment Discount Off List | 5% | 500 |
| Total: | 100% | 10,000 |

For each Subcategory, all Bidders' scores will be averaged, subject to the details of Sections 4.3.5, *Determination of the Average Baseline*, and 4.3.6, *Determination of Bidder's Qualification for Award*, as follows:

1. For Subcategory 19.1 each Bidder's total score that is not more than ten percent (10.0%) below the average of the Subcategory's total scores will be qualified for an award.

OR

2. For Subcategory 19.2 each Bidder's total score that is not more than ten percent (10.0%) below the average of the Subcategory's total scores will be qualified for an award.

4.1 EVALUATION PROCEDURES

4.1.1 Evaluation Questions

During the evaluation and selection process, the State may request the Bidder to clarify any area of the Bidder's response that the State determines to be unclear. This request for clarification will not be an opportunity for the Bidder to substantially change its proposal, however, the clarification material will substitute the Bidder's response section identified in the State's request for clarification. The State may desire the presence of a Bidder's representative for answering specific questions, or may ask such questions in writing. During the evaluation of Final Bids the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to modify its Bid except per Section 4.1.3, *Errors in the Final Bid* and Section 2.4.6, *Negotiations*. The State's evaluation questions and the Bidder's answers, and related follow-up correspondence, shall be confidential with each Bidder, and shall not be made public via posting on the State's website as is the case with general questions described in Section 2.1, *Communications and Contacts*. The State's questions may be responded to via email to the Procurement Official listed in Section 2.1.1. All statements made in the Bidder's written response are binding and contractual.

4.1.2 Review of Draft Bids

The submission of Draft Bids will allow the State to assess whether the Bidder's proposed solutions are responsive to the Requirements and attempt to detect administrative or clerical errors and inconsistencies which, if contained in the Final Bid, may cause the Final Bid to be rejected. Draft Bids are Mandatory to be submitted but will not be scored. Failure to submit a Draft Bid will disqualify a Bidder's Final Bid from being evaluated.

Draft Bids received by the specified time and date will be opened and reviewed for detailed compliance with the Requirements. Following the State's review of the Draft Bids, the Bidders will be notified in writing of any defects found in order to facilitate their correction before the Final Bid submittal. The State makes no warranty that all such errors will be identified during the review of the Draft Bid or that such errors remaining

in the Final Bid will not cause the Final Bid to be rejected. If the State finds it necessary, the State may call for revised Draft Bid submittals, or portions thereof.

Per Section 3.2.1, *Confidential Discussions Following Draft Bids*, after the State's review of Draft Bids, the Bidders will be invited to participate in Confidential Discussions with the State. The Bidders will be notified in writing of the content for the discussion as well as the date and time.

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

4.1.3 Errors in the Final Bid

An error in the Final Bid may cause the rejection of that Bid; however, the State may at its sole option retain the Bid and make certain corrections. In determining if a correction will be made the State will consider the conformance of the Bid to the format and content required by this IFB C4CVD18, and any unusual complexity of the format and content required by this IFB C4CVD18.

The Bidders are cautioned not to rely on the State's review of the Bids to discover and report defects and errors in the submitted documents. The State makes no warranty that all such errors will be identified during the review.

1. If the Bidder's intent is clearly established based on review of the complete Final Bid submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity through the process identified in Section 4.1.1, Evaluation Questions to validate the resulting correction.
3. It is absolutely essential that the Bidders carefully review the cost elements in their Final Bid, since they will not have the option to correct errors after the time for submittal of the Final Bids.
4. The State may request clarification of items in the Bidder's response if the meaning is not clear to the State, utilizing the process identified in Section 4.1.1, Evaluation Questions. Responses to requests for clarification must be confirmed in writing by the Bidder as instructed by the State's Procurement Official at the time of the request.
5. In the event an ambiguity or discrepancy between any of the State's solicitation documents is detected after the opening of Bids, the State reserves the right to seek clarification and acceptance from the Bidder. Refer to Section 2.4.4, IFB C4CVD18 Documents, regarding immediate notification to the State contact when ambiguities, discrepancies, omissions, etcetera are discovered.

6. At the State's sole discretion, it may declare all Final Bids of a Subcategory to be Draft Bids in the event that the State determines that Final Bids from all Bidders contain material deviations. The Bidders may not protest the State's determination of all Final Bids being declared Draft Bids. If all Bids are declared to be Draft Bids, the State may issue an addendum to this IFB C4CVD18. Should this occur, confidential discussions may be held with the Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Bid to the State. This submission must conform to the Requirements of the original IFB C4CVD18 as modified by any addenda. The new Final Bids will be evaluated as required by Section 4.2, *Evaluation of Final Bids*.

4.2 EVALUATION OF FINAL BIDS

Final Bids must be complete in all respects as required by Section 3.3, *Final Bids*. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid will be rejected if any such defect or irregularity constitutes a material deviation from the Requirements as defined in Section 2.4.2, *Identification and Classification of Requirements*.

The State shall check each Bid in detail to determine its compliance with the Requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a Requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance. If a Bid fails to meet a Requirement, the State will determine if the deviation is material. A material deviation of a Requirement in the Final Bid will cause rejection of the entire Bid. The State may reject any or all Bids and may waive any immaterial deviation or defect in a Bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB C4CVD18 documents or excuse the Bidder from full compliance with the IFB C4CVD18 specifications if awarded the Contract.

4.2.1 Receipt and Validation of Documentation

All Final Bids received by the time and date specified in Section 2.2, *Key Action Dates*, will be opened and evaluated, except in such case a Final Bid is received from a Bidder which did not submit the Mandatory Draft Bid. If a Final Bid is received from a Bidder which did not submit the Mandatory Draft Bid, the Bid will not be opened and the Bidder will be notified in writing by the Procurement Official and arrangements will be made to return or destroy the Final Bid. No Final Bids will be accepted after the specified time and date.

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

4.2.2 Evaluation of Required Information (Pass/Fail)

The State will evaluate all mandatory Requirements submitted in the Bidder's administrative, business and technical Bid sections as follows.

4.2.2.1 Administrative Requirements Evaluation (Pass/Fail)

The State will evaluate the Bidder's submitted Cover Letter, Exhibit 3, *Response to Administrative Requirements*, Exhibit 4, *STD 213 Standard Agreement – Telecommunications*, and all other applicable Exhibits, to determine whether the Bid contains valid responses to all of the Requirements set forth in Section 2.3, *Administrative Requirements*. A valid response must be provided for all Requirements. If a Bid lacks a valid response to any Requirement, it may be considered a material deviation and may be rejected.

Bids passing the administrative Requirements evaluation will proceed to the SOW Business Requirements evaluation.

4.2.2.2 SOW Business Requirements Evaluation (Pass/Fail)

In accordance with the specific instructions in Section 3.3.2.1, *SOW Mandatory Business Requirements*, the State will evaluate the Bidder's response to the SOW Business Requirements as follows.

1. SOW Business Requirements that apply to both Subcategory 19.1 and 19.2:

The Bidder must mark a "Yes" response to: "Bidder understands the Requirement and shall meet it or exceed it? Yes___ No___". If a Bidder marks "No" to a Mandatory Requirement (or provides conditional language), it WILL be considered a material deviation and disqualify the Bidder from Contract Award.

2. SOW Business Requirements that apply to Subcategory 19.1 only:

- a. If the Bidder is not bidding Subcategory 19.1, a valid response would be marking "N/A".
- b. If the Bidder is bidding Subcategory 19.1, a valid response would be marking "Yes".
- c. If a Bidder marks "No" to a Mandatory Requirement (or provides conditional language), it WILL be considered a material deviation and disqualify the Bidder from Contract Award.

3. SOW Business Requirements for Bidder's responding to Subcategory 19.2:

The Bidder must mark a "Yes" response to: "Bidder understands the Requirement and shall meet it or exceed it? Yes___ No___". If a Bidder marks "No" to a Mandatory Requirement (or provides conditional language), it WILL be considered a material deviation and disqualify the Bidder from Contract Award. Bids passing

the pass/fail SOW Business Requirements evaluation will proceed to the SOW Technical Requirements evaluation.

4.2.2.3 SOW Technical Requirements Evaluation (Pass/Fail)

The State will evaluate the Bidder's response to the SOW Technical Requirements for each Subcategory, to determine whether the Bid contains valid responses to all of the Mandatory SOW Technical Requirements in accordance with the specific instructions in Section 3.3.2.1, *SOW Mandatory Technical Requirements*. The Bidder must mark a "Yes" or "Y" response to all mandatory Requirements. If a Bidder marks "No" or "N" to a Mandatory Requirement (or provides conditional language), it WILL be considered a material deviation and disqualify the Bidder from Contract Award.

Failure to respond to a Mandatory (M) SOW Technical Requirement may be considered a Material Deviation and disqualify the Bidder from possible Contract Award.

Bids passing the pass/fail SOW Technical Requirements evaluation will proceed to the Unsolicited SOW Technical Requirements evaluation.

4.2.3 Unsolicited Items Technical Evaluation

All Bidders who offer Unsolicited items shall have those items reviewed by the State to determine if they are in scope with their associated SOW Mandatory Requirements in accordance with the specific instructions in Section 3.3.2.3, *Unsolicited Offerings*. Any offered Unsolicited individual item deemed by the State to be in conflict with SOW Mandatory Requirements, out of scope, insufficiently described, or otherwise not in the best interests of the State shall be disqualified from the offering. Offered Unsolicited items that are dependent upon a different disqualified individual Unsolicited offering shall also be disqualified. Unsolicited items may be rejected by the State up to 120 calendar days after award. See Section 5.1, *Removal of Unsolicited Items*.

Disqualification of Unsolicited offerings, or the failure of a Bidder to offer any Unsolicited items, shall not jeopardize the Bidder's Subcategory Bid except to the degree that it affects the Bidder's evaluated Unsolicited cost points per Section 4.2.5.5, *Scoring of Unsolicited Item Costs*; unless the Bidder has stated that the disqualified Unsolicited item is required in order for a Mandatory item to be functional, in which case the disqualification of the Unsolicited item could create a failure of the Mandatory item. The determination of acceptance or disqualification of individual Unsolicited items shall be the sole right of the State, shall not need justification, and is not subject to protest by any Bidder. The technical evaluation of Unsolicited items shall not be scored for non-cost points.

4.2.4 Scoring of SOW Business and Technical Requirements

Those Bidders that have passed the evaluation of all required information of IFB C4CVD18 as described in Section 4.2.2, *Evaluation of Required Information*, will have their responses to the SOW’s Business and Technical Requirements scored as described below.

4.2.4.1 Mandatory (pass/fail) SOW Business and Technical Requirements

All Bidders in compliance with all Mandatory SOW Business and Technical Requirements of the SOW per Section 4.2.2.2, *SOW Business Requirements Evaluation (Pass/Fail)* (includes Supplemental Business Requirements 19.2) and Section 4.2.2.3, *SOW Technical Requirements Evaluation (Pass/Fail)*, shall receive 4,000 earned points for Subcategory 19.1 and 4,000 earned points for Subcategory 19.2. Any Bidder who is compliant with the SOW Business Requirements but not compliant with the SOW Technical Requirements will not receive points and will be disqualified from the procurement for that Subcategory. Any Bidder who is not compliant with the SOW Business Requirements will be disqualified from Contract award.

4.2.4.2 Mandatory Scorable (M-S) SOW Technical Requirements

All Bidders in compliance with all of the Mandatory Scorable (M-S) Requirements of the SOW Technical Requirements may earn a maximum of 2,000 points for Subcategories 19.1 and 19.2.

The Bidders are given the opportunity to commit to a stated minimum level of performance for those Mandatory items that will be scored, indicated as either “Premier”, “Standard” or “Basic”. The percentage of the potential (M-S) score that shall be earned for each (M-S) item shall be based on the level of performance the Bidder commits to, as follows:

Table 5 – Value of M-S Commitment Levels for Subcategory 19.1

| Commitment Level | Value |
|-------------------------|-----------------------------------|
| Basic | 0% of the potential (M-S) score |
| Standard | 50% of the potential (M-S) score |
| Premier | 100% of the potential (M-S) score |

Table 6 – Value of M-S Commitment Levels for Subcategory 19.2

| Commitment Level | Value |
|-------------------------|----------------------------------|
| Basic | 25% of the potential (M-S) score |

| | |
|----------|-----------------------------------|
| Standard | 75% of the potential (M-S) score |
| Premier | 100% of the potential (M-S) score |

The potential earned points of each Subcategory’s (M-S) items are depicted in Tables 7 and 8.

Table 7: Maximum M-S points for Subcategory 19.1

| Subcategory 19.1 Cellular Business Services | | |
|--|------------------------------------|-----------------------|
| SOW Section Number | Scorable Item | Maximum Points |
| 19.1.2.2.5 | Video Streaming (400) | |
| | Voice, Text and Data Service Plans | 200 |
| | Data Only Service Plans | 200 |
| 19.1.2.2.6 | Tethering (1,000) | |
| | Voice, Text and Data Service Plans | 500 |
| | Data Only Service Plans | 500 |
| 19.1.3.6 | Equipment Financing (600) | |
| | 12 Months | 300 |
| | 24 Months | 300 |
| | Total | 2,000 |

Table 8: Maximum M-S points for Subcategory 19.2

| Subcategory 19.2 First Responder Cellular Services | | |
|---|---|-----------------------|
| SOW Section Number | Scorable Item | Maximum Points |
| 19.2.2.10.a | Broadband Service Availability (400) | |
| | Committed Availability | 200 |
| | Reporting Metric | 200 |
| 19.2.2.15 | Network Throughput Guaranteed Speeds (650) | |
| | Guaranteed Network Throughput | 650 |
| 19.2.2.17 | Network Performance Confidence Level (400) | |
| | Confidence Level | 200 |
| | Receive Level | 200 |
| 19.2.3.2.5 | Video Streaming Quality (50) | |
| | Voice, Text and Data Service Plans | 26 |
| | Data Only Service Plans | 24 |
| 19.2.3.2.6 | Tethering Throughput (50) | |
| | Voice, Text and Data Service Plans | 26 |
| | Data Only Service Plans | 24 |
| 19.2.5.6 | Equipment Financing (50) | |
| | 12 Months | 26 |
| | 24 Months | 24 |

| Subcategory 19.2 First Responder Cellular Services | | |
|---|---|-----------------------|
| SOW Section Number | Scorable Item | Maximum Points |
| 19.2.8.5.1 | Contractor Network Outage Notification During SOC/EOC Activation (100) | |
| | Notification | 100 |
| 19.2.8.5.2 | Contractor Statewide Network Outage Notification (100) | |
| | Notification | 100 |
| 19.2.8.5.3 | Contractor Maintenance Caused Outage Notification (100) | |
| | Notification | 100 |
| 19.2.8.5.4 | Contractor Cellular Site Failure (100) | |
| | Restoral | 100 |
| | Total | 2,000 |

4.2.4.3 Earned DVBE Incentive Points

The percentage of confirmed and qualified DVBE participation shall generate a percentage of the total available cost and non-cost points for each Bidder. Since there are 10,000 total potential points, the percentages depicted in Section 2.3.11, *DVBE Program and Incentive*, Table 2, *DVBE Incentive Scale*, result in the Bidder earning the DVBE Incentive points according to the Table 9 below.

Table 9: DVBE Incentive Percentages and Points

| Confirmed DVBE participation | DVBE Incentive | Points Earned |
|-------------------------------------|-----------------------|----------------------|
| 5% or more | 2.00% | 200 |
| 4% up to 4.99% | 1.75% | 175 |
| 3% up to 3.99% | 1.50% | 150 |
| 2% up to 2.99% | 1.25% | 125 |
| 1% up to 1.99% | 1.00% | 100 |
| Less than 1% | 0.00% | 0 |

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

An example of DVBE incentive point allocation among four (4) Bidders is provided below for illustrative purposes only:

Table 10: Example of Earned DVBE Points⁷ for Subcategory 19.1 and 19.2

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

4.2.4.4 Total Non-Cost Points

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

- 1) Generating the Bidder’s sum total of earned non-cost points by adding together:
 - a. The points earned for Mandatory pass/fail compliance (Subcategory 19.1 - 4,000 points or Subcategory 19.2 - 4,000 points)
 - b. The points earned from the scoring of (M-S) Technical Requirements (Subcategories 19.1 and 19.2 - 2,000 points)
 - c. The earned DVBE Incentive points
- 2) The Bidder with the highest sum total of earned points will be awarded non-cost points (Subcategory 19.1 - 6,000 points or Subcategory 19.2 - 6,000). Every other compliant Bidder will be awarded a portion of the (Subcategory 19.1 - 6,000 points or Subcategory 19.2 - 6,000) non-cost points relative to its sum total of earned non-cost points compared to the highest sum total of earned non-cost points of all Bidders, using the following formula:

The Bidder’s sum total of non-cost earned points **divided** by the highest bidder’s sum total of non-cost earned points multiplied by the total Subcategory non-cost points possible (Subcategory 19.1 - 6,000 points or Subcategory 19.2 - 6,000 points) **equals** the Bidder’s total awarded non-cost points.

The following example is offered for illustrative purposes only:

⁷ All calculated numbers in the examples provided throughout Section 4.2, *Evaluation of Final Bids*, are shown as rounded only for illustrative clarity.

1. *Generating the Bidder's sum total of earned non-cost points for Subcategory 19.1:*

Table 11: Example of step 1 of determining the total earned non-cost points for Subcategory 19.1

| <i>Bidder</i> | <i>Mandatory and (M-S) pass/fail points</i> | <i>plus</i> | <i>Scored (M-S) points</i> | <i>plus</i> | <i>DVBE Incentive points</i> | <i>equals</i> | <i>Total earned non-cost points</i> |
|---------------|---|-------------|----------------------------|-------------|------------------------------|---------------|-------------------------------------|
| A | 4,000 | + | 1000 | + | 0 | = | 5,000.00 |
| B | 4,000 | + | 850 | + | 175 | = | 5,025.00 |
| C | 4,000 | + | 750 | + | 100 | = | 4,850.00 |
| D | 4,000 | + | 950 | + | 0 | = | 4,950.00 |

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

Table 3: Example of step 2 of determining the total awarded non-cost points for Subcategory 19.1

| <i>Bidder</i> | <i>Bidder's total earned non-cost points</i> | <i>Ratio of the Bidder's earned points to the highest earned points</i> | <i>equals</i> | <i>Percent earned</i> | <i>times</i> | <i>Total possible non-cost points</i> | <i>equals</i> | <i>Total Awarded non-cost points</i> |
|---------------|--|---|---------------|-----------------------|--------------|---------------------------------------|---------------|--------------------------------------|
| A | 5,000.00 | $\frac{5,000.00}{5,025.00}$ | = | 95.50% | x | 6,000 | = | 5,970.15 |
| B | 5,025.00 | $\frac{5,025.00}{2,775}$ | = | 100.00% | x | 6,000 | = | 6,000 |
| C | 4,850.00 | $\frac{4,850.00}{2,775}$ | = | 96.52% | x | 6,000 | = | 5,791.04 |
| D | 4,950.00 | $\frac{4,950.00}{2,775}$ | = | 98.51% | x | 6,000 | = | 5,910.45 |

1. *Generating the Bidder's sum total of earned non-cost points for Subcategory 19.2:*

Table 13: Example of step 1 of determining the total earned non-cost points for Subcategory 19.2

| <i>Bidder</i> | <i>Mandatory and (M-S) pass/fail points</i> | <i>plus</i> | <i>Scored (M-S) points</i> | <i>plus</i> | <i>DVBE Incentive points</i> | <i>equals</i> | <i>Total earned non-cost points</i> |
|---------------|---|-------------|----------------------------|-------------|------------------------------|---------------|-------------------------------------|
| A | 4,000 | + | 756.50 | + | 0 | = | 4,756.50 |
| B | 4,000 | + | 1,350.50 | + | 175 | = | 5,525.50 |
| C | 4,000 | + | 1,257 | + | 100 | = | 5,357 |
| D | 4,000 | + | 750 | + | 0 | = | 5,910.45 |

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

Table 14: Example of step 2 of determining the total awarded non-cost points for Subcategory 19.2

| <i>Bidder</i> | <i>Bidder's total earned points</i> | <i>Ratio of the Bidder's earned points to the highest earned points</i> | <i>equals</i> | <i>Percent earned</i> | <i>times</i> | <i>Total possible non-cost points</i> | <i>equals</i> | <i>Total Awarded non-cost points</i> |
|---------------|-------------------------------------|---|---------------|-----------------------|--------------|---------------------------------------|---------------|--------------------------------------|
| A | 4,756.50 | $\frac{4,756.50}{5,525.50}$ | = | 86.08% | x | 6,000 | = | 5,164.96 |
| B | 5,525.50 | $\frac{5,525.50}{5,525.50}$ | = | 100.00% | x | 6,000 | = | 6,000 |
| C | 5,357 | $\frac{5,357}{5,525.50}$ | = | 96.95% | x | 6,000 | = | 5,817.03 |
| D | 4,750 | $\frac{7,750}{5,525.50}$ | = | 85.97% | x | 6,000 | = | 5,157.90 |

4.2.5 Cost Evaluation

After the non-cost Sections of the Final Bids have been evaluated (Section 4.2.1 – 4.2.4), the evaluation team will open the sealed cost (Bidder's response to Volume 3) for those Bidders whose Final Bids have been deemed responsive (without material deviations). If a Bidder was determined to be non-responsive during the evaluation of the administrative, business, and/or technical requirements, the cost will remain unopened for that Bidder.

NOTE: If a Bidder's cost fails to meet the requirement to be submitted under separate, sealed cover, the State may deem the Bidder non-responsive and may discontinue evaluation of the proposal.

The State will review the Bidders' Volume 3 to ensure the following documents are submitted:

1. Cost Worksheets
2. Cost Supporting Literature (only required if offering Unsolicited priced items)
3. Catalog A (with Costs) per Section 3.3.2.7, *Catalog A (with Costs – Final Bids Only)*

Failure to provide the completed State issued Cost Worksheets and/or Catalog A (with Costs) will be considered a material deviation and will disqualify the Bidder for Contract Award.

4.2.5.1 Cost Worksheet Evaluation

The evaluation of costs shall be based on the instructions contained in the cost sheets and in accordance with Section 3.3.2.6, *Cost Worksheet Information*.

The Cost Worksheets will be checked for completion, mathematical accuracy, and free from deviations. If appropriate, errors will be corrected in accordance with Section 4.1.3, *Errors in the Final Bid*.

The Bidder's grand total for one (1) year's costs (Total Evaluated Annual Cost) shall be confirmed for each Subcategory Bid. The total annual cost of each Bidder will be multiplied by eight (8), representing the total potential number of years of each Contract.

4.2.5.2 Catalog A (with Cost) Evaluation

The Bidders' Catalog A (with Costs) will be checked for completion, accuracy, and free from deviations. The State will review the costs contained in the Catalog A for each line item to confirm they are identical to the corresponding line item in the Cost Worksheet. Additionally, the State will review the Bidder's Catalog A for compliance as stated in Section 3.3.2.7, *Catalog A (with Costs) – Final Bids Only*. If any information provided by the Bidder in response to a Mandatory item in Catalog A conflicts with IFB C4CVD18's associated SOW Mandatory Requirement(s), the Catalog A submitted information will be determined by the State to be a material deviation and will cause the Bid to be rejected.

The evaluation of the Catalog A (with Costs) may result in elimination of the Bidders for material deviations or may result in the elimination of offered Unsolicited items that are deemed not to be in the State's interest from a program or cost perspective as determined solely by the State.

4.2.5.3 Adjustment of Costs for TACPA

The State will verify Target Area Contract Preference Act (TACPA) preference and apply the TACPA Preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

4.2.5.4 Scoring of Costs of Mandatory Requirements

For Subcategories 19.1 and 19.2: The Bidder with the lowest total eight-year cost for all Mandatory items, adjusted as appropriate for TACPA preferences, will receive 3,000 earned points. All other compliant Bidders in each Subcategory will receive a portion of the 3,000 earned points relative to the percentage that its cost, adjusted as appropriate for TACPA preferences, is compared to the lowest cost, using the following formula:

$$\text{The lowest adjusted Mandatory cost of all Bidders} \div \text{the Bidder's adjusted Mandatory costs} \times 3,000 \text{ points} = \text{the Bidder's earned points for Mandatory costs}$$

The following cost evaluation example is offered for illustrative purposes only:

Table 15: Example of Cost Scoring

| <i>Bidder</i> | <i>Bidder's total adjusted Mandatory cost</i> | <i>Ratio of the lowest Mandatory cost to the Bidder's cost</i> | <i>equals</i> | <i>Percent earned</i> | <i>times</i> | <i>Total possible Mandatory cost points</i> | <i>equals</i> | <i>Earned Mandatory cost points</i> |
|---------------|---|--|---------------|-----------------------|--------------|---|---------------|-------------------------------------|
| A | \$46,950,000 | $\frac{\$38,000,000}{\$46,950,000}$ | = | 80.94% | x | 3,000 | = | 2,428.12 |
| B | \$40,000,000 | $\frac{\$38,000,000}{\$40,000,000}$ | = | 95.00% | x | 3,000 | = | 2,850 |
| C | \$38,000,000 | $\frac{\$38,000,000}{\$38,000,000}$ | = | 100.00% | x | 3,000 | = | 3,000 |
| D | \$56,000,000 | $\frac{\$38,000,000}{\$56,000,000}$ | = | 67.86% | x | 3,000 | = | 2,035.71 |

4.2.5.5 Scoring of Unsolicited Item Costs

For Subcategory 19.1, the total possible score available for Unsolicited items is 250 points and for Subcategory 19.2, the total possible score available for Unsolicited items is 500 points. Bids will be scored based upon their cumulative discount from their published catalog prices for those offered Unsolicited items acceptable to the State compared to the cumulative discount relative to other Bids. In offering their Unsolicited items, the Bidders shall use the cost response format contained in IFB C4CVD18's Cost Worksheets for every Unsolicited item offered by the Bidder per the instructions for Unsolicited items in IFB C4CVD18 Section 3.3.2.6, *Cost Worksheet Information*, under "UNSOLICITED ITEMS". The State will not include in its cost evaluation of Unsolicited items those offered Unsolicited

items that were disqualified by the State during the process described in IFB C4CVD18 Section 4.2.3, *Unsolicited Items Technical Evaluation*.

Cost evaluation of Unsolicited items offered by the Bidder will be as follows:

1. Each item offered by the Bidder and accepted by the State for evaluation scoring must be found in a catalog that includes a name or description equivalent to that offered by the Bidder in its CALNET C4CVD18 offer.
2. The catalog price of each offered Unsolicited item used for evaluation purposes shall be the sum of the published catalog sub-cost quantities and elements:⁸ For cost evaluation purposes, a quantity of unsolicited items will be calculated per year as follows:
 - a. One (1) one-time costs (e.g., installation cost)
 - b. Twelve (12) monthly recurring charges
3. Any sub-cost elements of any offered Unsolicited item that are not priced in the Bidder's published catalog, or that cannot be found by the State in the catalog, shall be assumed to have a zero-catalog price (\$0.00) for that sub-cost element. If a discrepancy is found between a catalog price entered in the Cost Worksheet by the Bidder compared to the price shown in the Bidder's catalog, the price published in the catalog shall be used to represent the worksheets' catalog price, and the State may correct the catalog price entered by the Bidder.
4. The total price per individual Unsolicited item offered for CALNET C4CVD18 shall not exceed the total catalog price of that item using the above catalog sub-cost quantities and elements (2.a and 2.b above). However, in Cost Tables 19.1.2.2.7.a, b and c and Cost Tables 19.2.3.2.7.a, b and c use the above sub-cost quantities and elements 2.a only.
5. Offered Unsolicited items that exceed their published catalog price or that are, in the sole opinion of the State, to be above the market price for similar products or services, or would impose unacceptable direct, indirect or hidden program costs to the State or to the Customers or are otherwise not in the interests of the State or Customers, may be eliminated from further consideration for evaluation or award.
6. Unsolicited items offered with a CALNET C4CVD18 total price of zero dollars (\$0.00), will be accepted regardless whether or not the item is offered in the Bidder's published catalog, if the item has not been eliminated in the technical review of Unsolicited items as described in Section 4.2.3, *Unsolicited Items Technical Evaluation*.
7. Unsolicited items offered with a CALNET C4CVD18 total price of zero dollars (\$0.00) that are not offered in the Bidder's published catalog, or are offered in

⁸ As defined in Section 3.3.2.6, *Cost Worksheet Information*.

the catalog at no cost, shall not be included within the calculation of average percentage discount.

8. The sum-total of the Bidder's Model total extended costs of all offered and accepted CALNET C4CVD18 Unsolicited items per Subcategory shall be compared against the sum-total of the Bidder's Model total extended catalog prices of all offered and accepted Unsolicited items per Subcategory to generate the overall percentage discount from the Bidder's catalog price, using the following formula:

(The Bidder's total catalog price – the Bidder's total offered CALNET C4CVD18 price) ÷ the Bidders total catalog price = the Bidder's overall percentage discount.

9. The Bidder's overall discount off of the total catalog price of all offered Unsolicited items for each Subcategory Bid must be at least twenty-five percent (25%) in order for the Bidder to be considered compliant for the purpose of Unsolicited point evaluation of that Subcategory. The Bidders who do not achieve an overall discount of at least twenty-five percent (25%) shall receive no Unsolicited item earned points, and will not be included within the comparison of the Bidders described in step 11, below.
10. Within each Subcategory, the compliant Bidder that achieves the highest overall percentage discount shall receive the maximum available earned points for Unsolicited items: 250 points for Subcategory 19.1 and 500 points for Subcategory 19.2. Every other compliant Bidder will earn a portion of the earned points relative to its overall percentage discount compared to the highest overall discount of all Bidders, using the following formula:

(The Bidder's overall percentage discount ÷ the highest overall discount of all Bidders) x 250 points for 19.1 [500 points for 19.2] =
The Bidder's earned Unsolicited item points.

11. The following example of earned Unsolicited item percentage discount is offered for illustrative purposes only:

Table 16: Example of scoring Unsolicited item discounts for Subcategory 19.1

| Bidder | Bidder's sum total percentage discount | Ratio of the Bidder's % to the highest % | equals | Percent earned | times | Total possible Unsolicited cost points | equals | Earned Unsolicited cost points |
|--------|--|--|--------|----------------|-------|--|--------|--------------------------------|
| A | 15% | n/a* | = | 0.00% | x | 250 | = | 0 |
| B | 26% | $\frac{26\%}{40\%}$ | = | 65.00% | x | 250 | = | 162.5 |
| C | 33% | $\frac{33\%}{40\%}$ | = | 82.50% | x | 250 | = | 206.25 |
| D | 40% | $\frac{40\%}{40\%}$ | = | 100.00% | x | 250 | = | 250.00 |

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

Table 17: Example of scoring Unsolicited item discounts for Subcategory 19.2

| Bidder | Bidder's sum total percentage discount | Ratio of the Bidder's % to the highest % | equals | Percent earned | times | Total possible Unsolicited cost points | equals | Earned Unsolicited cost points |
|--------|--|--|--------|----------------|-------|--|--------|--------------------------------|
| A | 15% | n/a* | = | 0.00% | x | 500 | = | 0 |
| B | 26% | $\frac{26\%}{40\%}$ | = | 65.00% | x | 500 | = | 325 |
| C | 33% | $\frac{33\%}{40\%}$ | = | 82.50% | x | 500 | = | 412.5 |
| D | 40% | $\frac{40\%}{40\%}$ | = | 100.00% | x | 500 | = | 500 |

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

4.2.5.6 Scoring of Equipment Discounts

The total possible score available for each Bidder's Equipment Discount is 750 points for Subcategory 19.1 and 500 points for Subcategory 19.2. Bids will be scored based upon their Cumulative Weighted Equipment Discount from the manufacturer's list prices compared to the Cumulative Weighted Equipment Discount offered by the other Bidders. In offering their Equipment Discounts, the Bidders shall provide responses in the form of Percentage Discount off Manufacturer's List Prices in IFB C4CVD18's Cost Worksheets, Cost Tables 19.1.4 and 19.2.5 per the instructions for Equipment in IFB C4CVD18 Section 3.3.2.6.2, *Equipment Discount Percentage - Mandatory*.

Evaluation of Equipment Discounts offered by the Bidder will be as follows:

1. The Bidder's Cumulative Weighted Equipment Discounts are calculated on Cost Worksheets Table 19.1.4 and 19.2.5.
2. The Equipment Discount offered for CALNET C4CVD18 shall not be less than 0.0%.
3. The Bidder that offers the highest average Equipment Discount shall receive the maximum available earned points. Every other compliant Bidder will earn a portion of the maximum points relative to its Cumulative Weighted Equipment Discount when compared to the highest Cumulative Weighted Equipment Discount:

The Bidder's Cumulative Weighted Equipment Discount ÷ by the highest Cumulative Weighted Equipment Discount of all Bidders x the maximum points available = the Bidder's earned Equipment Discount item points.

4. The following example of earned Equipment Discount cost points are offered for illustrative purposes only:

Table 18: Example of scoring Equipment Discounts for Subcategory 19.1

| <i>Bidder</i> | <i>Bidder's Cumulative Weighted percentage discount</i> | <i>Ratio of the Bidder's % to the highest %</i> | <i>equals</i> | <i>Percent earned</i> | <i>times</i> | <i>Total possible Equipment cost points</i> | <i>equals</i> | <i>Earned Equipment cost points</i> |
|---------------|---|---|---------------|-----------------------|--------------|---|---------------|-------------------------------------|
| A | 8.2% | $\frac{8.2\%}{13.3\%}$ | = | 61.65% | x | 750 | = | 462.41 |
| B | 6.4% | $\frac{6.4\%}{13.3\%}$ | = | 48.12% | x | 750 | = | 360.90 |
| C | 13.3% | $\frac{13.3\%}{13.3\%}$ | = | 100.00% | x | 750 | = | 750 |
| D | 2.0% | $\frac{2.0\%}{13.3\%}$ | = | 15.04% | x | 750 | = | 112.78 |

Table 19: Example of scoring Equipment Discounts for Subcategory 19.2

| <i>Bidder</i> | <i>Bidder's Average percentage discount</i> | <i>Ratio of the Bidder's % to the highest %</i> | <i>equals</i> | <i>Percent earned</i> | <i>times</i> | <i>Total possible Equipment cost points</i> | <i>equals</i> | <i>Earned Equipment cost points</i> |
|---------------|---|---|---------------|-----------------------|--------------|---|---------------|-------------------------------------|
| A | 8.2% | $\frac{8.2\%}{13.3\%}$ | = | 61.65% | x | 500 | = | 308.27 |
| B | 6.4% | $\frac{6.4\%}{13.3\%}$ | = | 48.12% | x | 500 | = | 240.6 |
| C | 13.3% | $\frac{13.3\%}{13.3\%}$ | = | 100.00% | x | 500 | = | 500 |
| D | 2.0% | $\frac{2.0\%}{13.3\%}$ | = | 15.04% | x | 500 | = | 75.19 |

4.2.5.7 Total Cost Points

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

1. Generating the Bidder's sum total of earned cost points by adding together:
 - a. The total cost points earned for Mandatory items, adjusted for TACPA preferences;
 - b. The total cost points earned for Unsolicited items (up to 250 points for Subcategory 19.1 and up to 500 points for Subcategory 19.2); and,
 - c. The total cost points earned for Equipment Discounts (up to 750 points for Subcategory 19.1 and up to 500 points for Subcategory 19.2).
2. In Subcategory 19.1: The Bidder with the highest sum total of earned cost points will be awarded 4,000 final cost points. Every other compliant Bidder will be awarded a portion of the 4,000 points relative to its sum total of earned cost points compared to the highest sum total of earned cost points of all Bidders, using the following formula:

The Bidder's sum total of cost earned points ÷ the highest sum total of cost earned points of all Bidders x 4,000 points = the Bidder's final awarded total cost points.

3. In Subcategory 19.2: The Bidder with the highest sum total of earned cost points will be awarded 4,000 final cost points. Every other compliant Bidder will be awarded a portion of the 4,000 points relative to its sum total of earned cost points compared to the highest sum total of earned cost points of all Bidders, using the following formula:

The Bidder's sum total of cost earned points ÷ the highest sum total of cost earned points of all Bidders x 4,000 points for Subcategory 19.1 [4,000 points for Subcategory 19.2] = the Bidder's final awarded total cost points.

Continuing to use the example of the same four (4) Bidders, the following is offered for illustrative purposes only:

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

Table 20: Example of step 1 of determining total cost points for Subcategory 19.1

| <i>Bidder</i> | <i>Earned Mandatory cost points, adjusted</i> | <i>plus</i> | <i>Earned Unsolicited cost points</i> | <i>plus</i> | <i>Earned Equipment cost points</i> | <i>equals</i> | <i>Total earned cost points</i> |
|---------------|---|-------------|---------------------------------------|-------------|-------------------------------------|---------------|---------------------------------|
| A | 2,428.12 | + | 0 | + | 462.41 | = | 2,890.53 |
| B | 2,850 | + | 162.5 | + | 360.90 | = | 3,373.40 |
| C | 3,000 | + | 206.25 | + | 750 | = | 3,956.25 |
| D | 2,035.71 | + | 250 | + | 112.78 | = | 2,938.50 |

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

Table 21: Example of step 2 of determining total cost points for Subcategory 19.1

| <i>Bidder</i> | <i>Bidder's total earned cost points</i> | <i>Ratio of the Bidder's earned cost points to the highest earned points</i> | <i>equals</i> | <i>Percent earned</i> | <i>times</i> | <i>Total possible cost points</i> | <i>equals</i> | <i>Awarded Total cost points</i> |
|---------------|--|--|---------------|-----------------------|--------------|-----------------------------------|---------------|----------------------------------|
| A | 2,890.53 | $\frac{2,890.53}{3,956.25}$ | = | 73.06% | x | 4,000 | = | 2,922.49 |
| B | 3,373.40 | $\frac{3,373.40}{3,956.25}$ | = | 85.27% | x | 4,000 | = | 3,410.70 |
| C | 3,956.25 | $\frac{3,956.25}{3,956.25}$ | = | 100.00% | x | 4,000 | = | 4,000 |
| D | 2,398.50 | $\frac{2,398.50}{3,956.25}$ | = | 60.63% | x | 4,000 | = | 2,425.02 |

For Subcategory 19.2, the following is offered for illustrative purposes only:

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

Table 22: Example of step 1 of determining total cost points for Subcategory 19.2

| <i>Bidder</i> | <i>Earned Mandatory cost points, adjusted</i> | <i>plus</i> | <i>Earned Unsolicited cost points</i> | <i>plus</i> | <i>Earned Equipment cost points</i> | <i>equals</i> | <i>Total earned cost points</i> |
|---------------|---|-------------|---------------------------------------|-------------|-------------------------------------|---------------|---------------------------------|
| A | 2,428.12 | + | 0 | + | 308.27 | = | 2,736.39 |
| B | 2,850 | + | 325 | + | 240.60 | = | 3,415.60 |
| C | 3,000 | + | 412.50 | + | 500 | = | 3,912.90 |
| D | 2,035.71 | + | 500 | + | 75.19 | = | 2,610.90 |

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

Table 23: Example of step 2 of determining total cost points for Subcategory 19.2

| <i>Bidder</i> | <i>Bidder’s total earned cost points</i> | <i>Ratio of the Bidder’s earned cost points to the highest earned points</i> | <i>equals</i> | <i>Percent earned</i> | <i>times</i> | <i>Total possible cost points</i> | <i>equals</i> | <i>Awarded Total cost points</i> |
|---------------|--|--|---------------|-----------------------|--------------|-----------------------------------|---------------|----------------------------------|
| A | 2,736.99 | $\frac{2,736.39}{3,912.50}$ | = | 69.94% | x | 4,000 | = | 2,797.58 |
| B | 3,415.60 | $\frac{3,415.60}{3,912.50}$ | = | 87.30% | x | 4,000 | = | 3,491.99 |
| C | 3,912.50 | $\frac{3,912.50}{3,912.50}$ | = | 100.00% | x | 4,000 | = | 4,000 |
| D | 2,610.90 | $\frac{2,610.90}{3,912.50}$ | = | 66.73% | x | 4,000 | = | 2,669.30 |

4.2.6 Total Awarded Points Adjusted for Small Business Preference

Within each Subcategory, the Final Total Awarded Points of each Bidder will be computed by:

1. Generating the Bidder’s sum total of awarded points by adding together:
 - a. The total awarded non-cost points

- b. The total awarded cost points
2. Adjusting the sum total of awarded points by adding five percent (5%) Small Business Preference earned as described in Section 2.3.9, *Small Business Preference*. The Small Business Preference adds five percent (5%) of the highest score of all non-Small Business Bidders to the score of every Bidder who claims and receives the Small Business preference.

Continuing to use the example of the same four (4) Bidders, the following is offered for illustrative purposes only:

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

Table 24: Example step 1 of determining total awarded points Subcategory 19.1

| <i>Bidder</i> | <i>Total awarded non-cost points</i> | <i>plus</i> | <i>Total awarded cost points</i> | <i>equals</i> | <i>Sum Total of awarded points</i> |
|---------------|--------------------------------------|-------------|----------------------------------|---------------|------------------------------------|
| A | 5,970.15 | + | 2,922.49 | = | 8,892.64 |
| B | 6,000 | + | 3,410.70 | = | 9,410.70 |
| C | 5,791.04 | + | 4,000 | = | 9,791.04 |
| D | 5,910.45 | + | 2,425.02 | = | 8,335.47 |

Table 25: Example step 1 of determining total awarded points for Subcategory 19.2

| <i>Bidder</i> | <i>Total awarded non-cost points</i> | <i>plus</i> | <i>Total awarded cost points</i> | <i>equals</i> | <i>Sum Total of awarded points</i> |
|---------------|--------------------------------------|-------------|----------------------------------|---------------|------------------------------------|
| A | 5,164.96 | + | 2,797.58 | = | 7,962.54 |
| B | 6,000 | + | 3,491.99 | = | 9,491.99 |
| C | 5,817.03 | + | 4,000 | = | 9,817.03 |
| D | 5,157.90 | + | 2,669.30 | = | 7,827.20 |

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

In this example the five percent (5%) preference claimed by Bidder A (a non-small business that commits to subcontract at least twenty-five (25%) of the value of ordered services to identified DGS certified Small Businesses) is derived by multiplying the highest sum total of awarded points of all Bidders that are non-DGS certified Small

Businesses times five percent (5%), as: $9,791.04 \times 0.05 = 489.55$ points for Subcategory 19.1 and $9,817.03 \times 0.05 = 490.85$ for Subcategory 19.2.

Table 26: Example step 2 of determining total awarded points with SB preference for Subcategory 19.1

| <i>Bidder</i> | <i>Sum Total of awarded points</i> | <i>Is the Bidder a DGS certified SB?</i> | <i>Did the Bidder claim a SB preference?</i> | <i>Awarded SB points</i> | <i>equals</i> | <i>Final Total Awarded Points</i> |
|---------------|------------------------------------|--|--|--------------------------|---------------|-----------------------------------|
| <i>A</i> | <i>8,892.64</i> | <i>No</i> | <i>Yes</i> | <i>489.55</i> | <i>=</i> | <i>9,832.19</i> |
| <i>B</i> | <i>9,410.70</i> | <i>No</i> | <i>No</i> | <i>0</i> | <i>=</i> | <i>9,410.70</i> |
| <i>C</i> | <i>9,791.04</i> | <i>No</i> | <i>No</i> | <i>0</i> | <i>=</i> | <i>9,791.04</i> |
| <i>D</i> | <i>8,335.47</i> | <i>No</i> | <i>No</i> | <i>0</i> | <i>=</i> | <i>8,335.47</i> |

Table 27: Example step 2 of determining total awarded points with SB preference for Subcategory 19.2

| <i>Bidder</i> | <i>Sum Total of awarded points</i> | <i>Is the Bidder a DGS certified SB?</i> | <i>Did the Bidder claim a SB preference?</i> | <i>Awarded SB points</i> | <i>equals</i> | <i>Final Total Awarded Points</i> |
|---------------|------------------------------------|--|--|--------------------------|---------------|-----------------------------------|
| <i>A</i> | <i>7,962.54</i> | <i>No</i> | <i>Yes</i> | <i>490.85</i> | <i>=</i> | <i>8,453.39</i> |
| <i>B</i> | <i>9,491.99</i> | <i>No</i> | <i>No</i> | <i>0</i> | <i>=</i> | <i>9,491.99</i> |
| <i>C</i> | <i>9,817.03</i> | <i>No</i> | <i>No</i> | <i>0</i> | <i>=</i> | <i>9,817.03</i> |
| <i>D</i> | <i>7,827.20</i> | <i>No</i> | <i>No</i> | <i>0</i> | <i>=</i> | <i>7,827.20</i> |

4.3 NEGOTIATIONS

The State will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the State’s ability to obtain value effective based on the requirements and the evaluation factors set forth in the Solicitation.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State’s opinion, enhance the Bidder’s Bid and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite their bid. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise their Final Bid only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing. These negotiations may include bargaining, such as persuasion, and alteration of assumptions and positions.

The State may discuss any aspect of the Bidder’s bid that could, in the opinion of the State, be altered or explained to materially enhance the bid’s potential for award. However, the State is not

required to discuss every area where the Bidder's bid could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment.

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

4.3.1 Proceeding to Negotiations

For each Subcategory, all responsive and responsible Bidders who have passed the evaluation requirements of Section 4.2, *Evaluation of Final Bids*, with a minimum score of 4,000 points will be qualified to participate in the State's Best and Final Offer (BAFO) process as described in Section 4.3.3 below.

4.3.2 Negotiations Invitation

Once compliant Bidders are determined those Bidders will be notified in writing: (1) that the State is initiating negotiations **pursuant** to Public Contract Code 6611; (2) the general purpose and scope of the negotiations; (3) the anticipated schedule for the negotiations; and (4) the procedures to be followed for negotiations.

4.3.3 BAFO Submission

The State will evaluate the BAFO submissions, based on topics negotiated. The State will document the evaluation process in accordance with the evaluation selection criteria outlined in the negotiation invitation letter.

The State will evaluate and re-score the BAFOs, based on the evaluation criteria outlined in Section 4.2, *Evaluation of Final Bids*. The evaluation of BAFOs may result in elimination of Bidders for material deviations, or may result in the elimination of offered Unsolicited items that are deemed not to be in the State's interest from a program or cost perspective as determined solely by the State.

4.3.4 Adjustments for Exclusion of Mandatory and Unsolicited Items

The State has the right to not award any portion of the IFB C4CVD18's solicitation. If the State determines not to award any Mandatory or Unsolicited item offered that the State has not previously eliminated from evaluation, the State will remove the excluded item from potential award of that Subcategory and will make corresponding adjustments to all of the Subcategory Bidders' evaluations based on the evaluation processes identified in Section 4.2, *Evaluation of Final Bids*, unless the exclusion of an Unsolicited item occurred after award per Section 5.1, *Removal of Unsolicited Items*.

4.3.5 Determination of the Average Baseline

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

1. If the highest Bidder’s Final Total Awarded Points is more than fifteen percent (15%) greater than the next highest Bidder, the highest Bidder’s Total Awarded Points will be excluded from the baseline calculation, except if there are only two (2) Bidders and they are fifteen percent (15%) or more apart then both Bidder’s scores will be used.
2. If the lowest Bidder’s Total Awarded Points is more than fifteen percent (15%) lower than the next lowest Bidder, the lowest Bidder’s Total Awarded Points will be excluded from the baseline calculation, except if there are only two (2) Bidders and they are fifteen percent (15%) or more apart then both Bidder’s scores will be used.

Continuing the example of the four (4) Bidders of Subcategory 19.1, the average baseline is calculated as follows:

Table 28: Example of determining the average baseline for Subcategory 19.1

| <i>Bidder</i> | <i>Final Total Awarded Points</i> | <i>Are the highest points greater than 15% more than the next highest points?</i> | <i>Are the lowest points less than 15% below the next lowest points?</i> | <i>Points used to establish the average baseline</i> |
|---|-----------------------------------|---|--|--|
| <i>A</i> | <i>9,382.19</i> | <i>N/A</i> | <i>N/A</i> | <i>9,382.19</i> |
| <i>B</i> | <i>9,410.70</i> | <i>N/A</i> | <i>N/A</i> | <i>9,410.70</i> |
| <i>C</i> | <i>9,791.04</i> | <i>No*</i> | <i>N/A</i> | <i>9,791.04</i> |
| <i>D</i> | <i>8,335.47</i> | <i>N/A</i> | <i>No**</i> | <i>8,335.47</i> |
| <i>Sum total points of all awarded points used to establish the baseline:</i> | | | | <i>36,919.40</i> |
| <i>Number of bids used to establish the baseline:</i> | | | | <i>4</i> |
| <i>Average baseline (36,919.40÷4):</i> | | | | <i>9,229.85</i> |

* *Is 9,791.04 fifteen percent (15%) greater than 9,410.71? No*

** *Is 8,335.47 fifteen percent (15%) lower than 9,382.18? No*

Table 29: Example of determining the average baseline for Subcategory 19.2

| <i>Bidder</i> | <i>Final Total Awarded Points</i> | <i>Are the highest points greater than 15% more than the next highest points?</i> | <i>Are the lowest points less than 15% below the next lowest points?</i> | <i>Points used to establish the average baseline</i> |
|---|-----------------------------------|---|--|--|
| <i>A</i> | <i>8,453.39</i> | <i>N/A</i> | <i>N/A</i> | <i>8,453.39</i> |
| <i>B</i> | <i>9,491.99</i> | <i>N/A</i> | <i>N/A</i> | <i>9,491.99</i> |
| <i>C</i> | <i>9,817.03</i> | <i>No*</i> | <i>N/A</i> | <i>9,817.03</i> |
| <i>D</i> | <i>7,827.20</i> | <i>N/A</i> | <i>No**</i> | <i>7,827.20</i> |
| <i>Sum total points of all awarded points used to establish the baseline:</i> | | | | <i>35,589.60</i> |
| <i>Number of bids used to establish the baseline:</i> | | | | <i>4</i> |
| <i>Average baseline (35,589.60÷ 4):</i> | | | | <i>8,897.40</i> |

* *Is 9,817.03 fifteen percent (15%) greater than 9,491.99? No*

** *Is 7,827.20 fifteen percent (15%) lower than 8,453.40? No*

4.3.6 Determination of Bidder’s Qualification for Award

For each Subcategory a minimum point threshold will be established that the Bidders must achieve in order to qualify for selection and award. The minimum point threshold is established as follows:

Bidder’s whose Final Total Awarded Points are not more than ten percent (10%) below the average baseline of its Subcategory will be qualified for an award in that Subcategory.

Each bid will be assessed to determine if it has met the minimum point threshold for award for each Subcategory that it has bid.

If a Bidder’s points are below the threshold and if the Bidder is a DGS certified Small Business, the evaluation processes of Sections 2, *Cost Worksheet Evaluation*, and 4.2.6, *Total Awarded Points Adjusted for Small Business Preference*, will be reviewed to determine if the application of any TACPA preferences points resulted in the displacement of the Bidder. If the Bidder was displaced only for that reason, the Bidder will be qualified for award.

However, a firm that receives a five percent (5%) Small Business Subcontractor preference that is not a DGS certified Small Business per Section 2.3.9 may be displaced by the application of the TACPA preferences.

Continuing the example of the four (4) Bidders of Subcategory 19.1:

Assuming the minimum point threshold for award is calculated by multiplying the average baseline of 9,229.85 points times ninety percent (90.0%) (or $9,229.85 - [9,229.85 \times 0.10]$) to establish a threshold of 8,306.87 points.

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

Table 30: Example of determining Bidder's qualification for award 19.1

| <i>Bidder</i> | <i>Final Total Awarded Points</i> | <i>Minimum point threshold</i> | <i>Are the Bidder's points greater than the threshold?</i> | <i>Did TACPA preferences prevent an award?</i> | <i>Is the Bidder eligible for award?</i> |
|---------------|-----------------------------------|--------------------------------|--|--|--|
| <i>A</i> | <i>9,382.19</i> | <i>8,306.87</i> | <i>Yes</i> | <i>n/a</i> | <i>Yes</i> |
| <i>B</i> | <i>9,410.71</i> | <i>8,306.87</i> | <i>Yes</i> | <i>n/a</i> | <i>Yes</i> |
| <i>C</i> | <i>9,791.04</i> | <i>8,306.87</i> | <i>Yes</i> | <i>n/a</i> | <i>Yes</i> |
| <i>D</i> | <i>8,335.47</i> | <i>8,306.87</i> | <i>Yes</i> | <i>No</i> | <i>Yes</i> |

In this example, Bidders A, B, C, and D are qualified for Contract Award.

Continuing the example of the four (4) Bidders of Subcategory 19.2:

Assuming the minimum point threshold for award is calculated by multiplying the average baseline of 8,897.40 points times ninety percent (90.0%) (or $8,897.40 - [8,897.40 \times 0.10]$) to establish a threshold of 8,007.66 points.

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

Table 31: Example of determining Bidder's qualification for award 19.2

| <i>Bidder</i> | <i>Final Total Awarded Points</i> | <i>Minimum point threshold</i> | <i>Are the Bidder's points greater than the threshold?</i> | <i>Did TACPA preferences prevent an award?</i> | <i>Is the Bidder eligible for award?</i> |
|---------------|-----------------------------------|--------------------------------|--|--|--|
| <i>A</i> | <i>8,453.39</i> | <i>8,007.66</i> | <i>Yes</i> | <i>n/a</i> | <i>Yes</i> |
| <i>B</i> | <i>9,491.99</i> | <i>8,007.66</i> | <i>Yes</i> | <i>n/a</i> | <i>Yes</i> |
| <i>C</i> | <i>9,817.03</i> | <i>8,007.66</i> | <i>Yes</i> | <i>n/a</i> | <i>Yes</i> |
| <i>D</i> | <i>7,827.20</i> | <i>8,007.66</i> | <i>No</i> | <i>No</i> | <i>No</i> |

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

4.1 NOTIFICATIONS OF AWARDS

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

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

4.2 ADDITIONAL DOCUMENTS REQUIRED FOR AWARD

The State reserves the right to require additional documentation as may be necessary to complete the award of its Contract. Such additional documentation beyond those listed under Section 3, Format and Submission Requirements, shall be determined by the State and may include but are not necessarily limited to: a revised STD 213, Standard Agreement - to be signed by the Bidder; and Cost Worksheets. Such additional required documents are not intended to impose new requirements upon the Bidder and shall not be refused by the Bidder.

Additional required documents must be submitted to the Procurement Official not later than ten (10) State Business Days from the State's posting of its Notification of Award. These documents are required by the State in order to assemble the awarded Agreement.

4.3 PROTEST OF AWARDS

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

4.4 DEBRIEFING

At the State's sole option, a debriefing may be held within three (3) months after Contract Award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Bid. A debriefing is not the forum to challenge IFB C4CVD18's specifications, requirements or awards.

5 AWARD AND EXECUTION

5.1 REMOVAL OF UNSOLICITED AND EQUIPMENT ITEMS

The State reserves the sole right to remove any awarded Unsolicited item or any awarded Equipment item that the State determines, in its sole judgment, not to be in the State's best interests. The Bidders shall be notified within 120 calendar days after award of any such rejected Unsolicited items by the State, and the changes shall subsequently be confirmed via a Contract amendment.

5.2 CONTRACT DOCUMENTS

The State will assemble four (4) complete Contracts to be signed by the Contractor and the State. These Contracts will consist of the Bidder's response, and the State's solicitation documents as released on Cal eProcure. The State will make no changes to the Bidder's submitted documents with the exception of the following:

1. Any formatting changes for printing legibility;
2. Line Item numbering from the Catalog A;
3. Any minor clerical error which does not modify or materially change the content or meaning of the Bidder's Final Bid.

5.3 AUTHORIZATION TO EXECUTE AGREEMENT

Awarded Contracts signed by the Contractor shall not become effective until signed by the California Department of Technology. A Contractor shall not begin implementation, i.e. selling services or accepting the Customer orders, until the CALNET CMO authorizes the Contractor in writing to do so, naming a specific implementation start date for such activities. The CALNET CMO reserves the right to delay a Contractor's implementation of sales and services of a Contract to the extent determined by the CALNET CMO to be in the State's interest, including for submission of Catalog B as described below in Section 5.3.1, *Catalog B*; final clarification and the CALNET CMO's approval of Catalog A (with costs) and Catalog B content as necessary; and confirmation of compliance with FCC and/or CPUC regulations as required by Section 10, *Compliance with Statutes and Regulations*, of the General Provisions – CALNET, as applicable.

Delays, if any, shall not extend the termination date of the award, and shall not delay the Contractor's responsibilities under the Contract.

5.3.1 Catalog B – Final List of Awarded Items

The Catalog B is required to be created and submitted by the Contractor after award and will be used by the Contractor and the State to indicate the Contractor's maximum

offered pricing to the Customers, and will be hosted on the CALNET Program's website. The Catalog B is identical to the final Catalog A accepted by the State, except:

1. The State may require that columns or other information are added by the Contractor, including but not limited to a column indicating whether the State mandates that the State agencies acquire the item from the Contract.
2. The State may require that the descriptions and information in the Catalog be edited as deemed necessary by the State to promote clarity of meaning to the Customers.

Catalog B will not become part of the Contract but is required by the State for Contract validation and the Customer's ordering purposes. The CALNET CMO may require a Contractor to modify its Catalog B without formal Contract amendment. No changes may be made by a Contractor to its Catalog B without prior written approval from the CALNET CMO.

6 ATTACHMENTS

The following attachments to this Part 1 of IFB C4CVD18 are informational and do not need to be returned by the Bidders:

Attachment 1 – Bid Submission Checklist. Per Section 3.3.2.8, this attachment is not guaranteed to include all necessary items.

Attachment 2 – Form for Submitting Questions. The Bidders are requested to use this form when submitting questions per Section 2.1.2, *Questions Regarding the Solicitation Document*.

Attachment 3 – Form for Requesting Changes. The Bidders are requested to use this form when submitting requests for changes to the Requirements per Section 2.1.3, *Request for Changes to the Solicitation Document*.

ATTACHMENT 1 – BID SUBMISSION CHECKLIST

Page 1 of 2

Has your firm submitted the following pre-bid information?

- Exhibit 1, *Intent to Bid* form
- Exhibit 2, *Confidentiality Statement*

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

- Packaged and labeled as identified in Section 3.1.2.
- Provided in the number of copies and formatted as identified in Section 3.1.3, with one (1) softcopy marked “Master” with a watermark on all pages.
- No cost data provided in any volumes, except Volume 3.

Is your Final Bid provided in the following order as identified in IFB Section 3.3.1?

▪ **Volume 1 – Response to Administrative Requirements (hard and soft copy)**

Required IFB submittals

- Cover letter with original signature and information specified in Section 2.3.5
- Exhibit 2: *Confidentiality Statement* (if not previously submitted)
- Exhibit 3: *Response to Administrative Requirements*
- Exhibit 4: *STD 213, Standard Agreement for Telecommunications*

Volume 1 – Response to the SOW Business Requirements (soft copy only)

Required SOW submittals

- SOW Business Requirements response

▪ **Volume 2 – Response to Unique Subcategory Requirements (soft copy only)**

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

Required Exhibits

- Exhibit 5: *Bidding Preferences and Incentives*
- Exhibit 7: *GSPD 05-105, Bidder Declaration*

Preference/Incentive Exhibits (only required as indicated)

- Exhibit 6: *STD 843, DVBE Declarations* (required if claiming a DVBE incentive per Section 2.3.11.)
- Exhibit 8: *STD 830, TACPA Preference Request* (required if claiming TACPA preference per Section 2.3.13.)
- Exhibit 9: *Commercially Useful Function* (required if claiming a Small Business contracting/subcontracting preference or DVBE contracting/subcontracting incentive per Section 2.3.12.)

ATTACHMENT 1 – BID SUBMISSION CHECKLIST

Page 2 of 2

Required SOW Submittals

- SOW Technical Requirements response
- **Volume 3 – Cost Information (sealed soft copy only)**
 - SOW Cost Worksheets
 - Published catalog(s) required to support Unsolicited product descriptions and price offerings, if any
 - Catalog A (with costs)

The State makes no warranty that the checklist is a full and comprehensive listing of every Requirement specified in the solicitation. Checking off the items on the checklist does not establish your firm's intent nor does it constitute responsiveness to the Requirements. The checklist is only a tool to assist participating Bidders in compiling the Final Bid response. The Bidders are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of Final Bids cannot be over emphasized.

ATTACHMENT 2 – FORM FOR SUBMITTING QUESTIONS

The Bidders are requested to use the form below when submitting questions to the Procurement Official listed in Section 2.1.1. Instructions are as follows:

Name of Bidder – Provide the name of the Bidding firm

Contact Person – Provide the name of the person to contact if the State needs clarification about the question.

Contact Email and Phone # – Provide the email and phone number (including area code) for the listed contact person.

Q # – Sequentially number each question, always starting at one (1) for each submission.

Document(s) – Identify the document(s) the question pertains to, such as, IFB C4CVD18 Part 1; SOW Business Requirements; SOW Subcategory (by number, e.g., 19.1 or 19.2); Catalog A; Cost Worksheets; Question and Answer Set #1; etc.

Section # – Identify the section number(s) that the question pertains to.

Question – Write the question/request in this column.

Expand or reduce the number of rows in the form to accommodate the number of questions of each submission.

| IFB C4CVD18 Bidder Question Form | | | |
|--|-------------|-----------|----------|
| Name of Bidder: | | | |
| Contact Person: | | | |
| Contact Email and Phone Number: | | | |
| Q # | Document(s) | Section # | Question |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

ATTACHMENT 3 – FORM FOR REQUESTING CHANGES

The Bidders are requested to use this form when submitting request for changes to IFB C4CVD18. Requests shall be sent to the Procurement Official listed in Section 2.1.1. Instructions are as follows:

Name of Bidder – Provide the name of the Bidding firm

Contact Person – Provide the name of the person to contact if the State needs clarification about the request for change.

Contact Email and Phone Number – Provide the email and phone number (including area code) for the listed contact person.

Ch # – Sequentially number each change (Ch #), always starting at one (1) for each submission.

Document(s) – Identify the document(s) the request pertains to, such as, IFB C4CVD18 Part 1; SOW Business Requirements; SOW Subcategory 19.1 or SOW Subcategory 19.2; Catalog A; Cost Worksheets; etc.

Section # – Identify the section number(s) that the change pertains to.

Proposed Change – Provide the current language with proposed language identified as tracked changes to ensure the change is evident.

Bidder’s Rational – Provide the Bidder’s logic for the proposed change.

Expand or reduce the number of rows to accommodate the number of questions of each submission.

| IFB C4CVD18 Bidder Request for Change Form | | | | |
|--|-------------|-----------|----------------------------|--------------------|
| Name of Bidder: | | | | |
| Contact Person: | | | | |
| Contact Email and Phone Number: | | | | |
| Ch # | Document(s) | Section # | Proposed Change (redlined) | Bidder’s Rationale |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |