

**INVITATION FOR BID**

**IFB STPD 15-001-C**

**Statement of Work, Appendix A, GLOSSARY**

**FOR**

**CALNET 3**

**SUBCATEGORIES 10.1 and 10.2**

**SATELLITE SERVICES**

**07/15/2016**

**Addendum 5**

Issued by:

**STATE OF CALIFORNIA**

California Department of Technology

Statewide Technology Procurement Division

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

## APPENDIX A – GLOSSARY

The following words and phrases, when used in the IFB, Statement of Work (SOW) or the Contract, shall have the indicated meanings. (Terms capitalized within a particular definition are defined within this Glossary, the IFB, SOW or the Contract.)

**“24x365”** shall mean 7 days per week, 24 hours per day, 365 days per year.

**“ACCEPTANCE TESTS”** shall mean those tests performed during the Performance Period which are intended to determine compliance of equipment and software with the specifications and all other Attachments incorporated herein by reference.

**“ADJUSTMENTS”** shall mean credits or debits on an account or invoice to correct previous billing, including Service Level Agreements (SLAs) credits.

**“AFFILIATE”** shall mean any entity, employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other person that, directly or indirectly, controls, is controlled by, or is under common control of Contractor, whether through ownership of more than fifty percent (50%) of the voting securities, by contract, managing authority or otherwise.

**“AGREEMENT”** shall have the same meaning as “SOW,” “CALNET 3” and “Contract” and the terms shall be used interchangeably.

**“AUTHORIZED PERSONNEL”** shall mean State Authorized Telecommunications Representatives (ATRs) and Authorized Non-State Entities. Authorization is determined by the State Office of Technology Services, Statewide Telecommunications Network Division (OTech STND). The State maintains a current list of those authorized entities.

**“AVAILABILITY PERCENTAGE”** (except as otherwise defined in a Service Level Agreement) shall mean the Scheduled Uptime less Unavailable Time divided by Scheduled Uptime multiplied by 100.

**“AVERAGE DAILY USAGE COST (ADUC)”** shall mean the method of calculating rights and remedies for usage-based services. ADUC shall be derived by dividing the Customer’s total Business-Day usage (i.e., minutes, calls) in the month prior in which the failure occurred by the number of Business Days in the month prior in which the failure occurs. This will produce a daily average of Business-Days usage. The daily average of Business-Day usage shall then be multiplied by the unit charge for the associated service to produce an average daily cost of the service for the current month. ADUC rights and remedies will be a number of those average daily costs adjusted back to the Customers impacted by the service outages.

**“BID”** shall mean an offer made in response to the IFB to perform a contract for services and/or features described in the IFB in accordance with the terms and conditions provided in the Contract.

**“BIDDER”** shall mean a supplier who submits a Bid to the State in response to the IFB.

“**BURSTABLE**” shall mean the bandwidth is shared with other users and each user is allowed to occasionally “burst” to higher data rates as their needs dictate. Burstable services make the premise that all shared users are unlikely to burst simultaneously or saturation and congestion may occur.

“**BUSINESS DAY**” shall mean 7:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday, excluding State-observed holidays.

“**BUYER**” shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications.

“**CALL DETAIL RECORD**” shall mean usage information related to a phone call or communication session. This information identifies the origination and destination address of the call, time of day the call was connected, added toll charges through other networks, and duration of the call.

“**CALNET 2**” shall mean the CALNET contract that was awarded on January 24, 2007.

“**CALNET 3**” shall mean the Contracts resulting from IFB STPD 15-001-C.

“**CALNET 3 CMO**” shall mean the CALNET 3 Contract Management and Oversight office.

“**CLASS OF SERVICE**” or “**CoS**” shall mean the service that operates at Layer 3 by marking the Type of Service (TOS) byte in the IP header. Examples are Diff-Serv Code Points (DSCP) or IP Precedence.

“**COMMERCIALY AVAILABLE AREA**” shall mean the geographic area in which Contractor currently offers or provides the specific service to the public or any government organization.

“**CONSULTATIVE BUSINESS ASSISTANCE**” shall mean presales engineering and consultation on selection of products provided to the Customer to ensure a clear understanding of service offerings.

“**CONTRACT**” shall mean the State of California Standard Agreement, the SOW and the Bidder’s Proposal to the IFB, together incorporating all attachments thereto (including any terms and conditions), documents incorporated therein by reference, and all regulatory filings made pursuant thereto for the applicable services. The term “Contract” shall have the same meaning as “Agreement” and “CALNET 3” and the terms shall be used interchangeably.

“**CONTRACT TERM**” shall mean the period of time beginning with the Effective Date and ending with the termination of the Contract.

“**CONTRACTOR**” shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications.

**“CONTRACTOR PERSONNEL”** shall mean, at a given time during the Term, all employees, agents and representatives of Contractor, or of Subcontractors of Contractor, who are then assigned or performing responsibilities in connection with providing the services under the Contract.

**“CONUS”** shall mean the area of the Continental United States.

**“CUSTOMER PREMISE EQUIPMENT (CPE)”** shall mean customer-owned telecommunications Equipment located at a customer location.

**“CUSTOMER ACCEPTANCE”** shall mean written acknowledgement by the authorized Customer that the service is 100% operational for use as documented by the Customer or Contractor. If there is a discrepancy between the Customer’s acceptance date and Contractor’s acceptance date, the Customer’s acceptance date shall prevail.

**“CUSTOMER”** shall mean any authorized Entity that is utilizing services and/or features from the Contract.

**“INVOICE DATE”** shall mean the date the invoice was issued by Contractor.

**“DEDICATED”** shall mean that bandwidth is ready and available for use 24x365 and users have access to at least the minimum bandwidth commitment at any time without contending with other users.

**“DELIVERABLES”** shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications.

**“DELIVERY DATES”** shall mean the standard interval and negotiated dates specified by the State or Customer for the delivery of services and/or features by Contractor.

**“DVBE”** shall mean a Disabled Veteran Business Enterprise.

**“ENTITY”** shall mean a tax-supported public organization(s) empowered to expend public funds to purchase services and/or features from the Contract.

**“EQUIPMENT”** shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications.

**“FACILITY” or “FACILITIES”** shall mean outside plant, cable, capacity, and telecommunications sites and/or systems provided by either the State or Contractor.

**“FORM 20”** shall mean the State’s Standard Form 20 (also referred to as STD. 20 or Form STD. 20).

**“GENERAL PROVISIONS - TELECOMMUNICATIONS”** shall mean the CALNET 3 General Provisions - Telecommunications. When reference is made to a Section of the General Provisions, without mention of or contextual reference to a specific IFB Subcategory, such reference is to the General Provisions of each Contract.

**“IFB”** shall have the meaning given it in Section 1 of the General Provisions.

**“ILECS”** shall mean Incumbent Local Exchange Carriers.

**“INCLUDE” or “INCLUDING”**, whether or not capitalized, shall not be construed as terms of limitation.

**“INDIVIDUAL CASE BASIS PRICING” or “ICB PRICING”** shall mean individual case basis pricing using the methodology described in the IFB and Section P of the Special terms and Conditions and as such term is further defined by the CPUC.

**“INDIVIDUAL PRICE REDUCTIONS” or “IPR”** shall mean the reduction in the pricing of services provided to an individual Customer pursuant to the methodology described in the IFB and Section N of the Special Terms and Conditions.

**“INSTALLATION DATE”** shall mean the date specified in the scope of work and/or a Service Request by which Contractor must have the ordered service and/or feature ready (certified) for use by the State.

**“LINK BUDGET”** shall mean the accounting of all of the gains and losses from the ground station transmitter and antenna, through space, to the receiving satellite and the subsequent return gains and losses from the satellite back to the ground receiver. A link budget accounts for the attenuation of the transmitted signal due to space propagation, as well as antenna gains, cabling and miscellaneous losses.

**“MANDATORY”** shall mean Requirements that Contractor must provide. Mandatory Requirements are not negotiable and are identified with an “(M)” in the Requirement title throughout the IFB.

**“MANAGED SERVICE”** shall include all components required to deliver the services and/or features that are owned and maintained by Contractor.

**“MEAN TIME TO REPAIR (MTTR)”** (except as otherwise defined in a Service Level Agreement) shall mean the average expected or observed time required to repair a service or feature and return it to normal operation.

**“NATIONAL”** shall mean the entire United States.

**“OUTAGE DURATION”** shall mean the total minutes measured from when a trouble ticket is opened until the service is fully restored and deemed acceptable to the State.

**“PROVISIONING”** shall mean new service or service moves, adds, changes, and deletes.

**“QUALITY OF SERVICE (QoS)”** shall mean the ability to assign different priority to different applications or traffic flows. In the context of wide area networking, QoS is typically implemented via Class of Service (CoS).

**“SATURATION”** shall mean the state in a shared bandwidth circuit when multiple users are simultaneously attempting to communicate at high data rates and the shared circuit bandwidth is exceeded, resulting in congestion, increased latency, and the individual user transmission speeds can no longer be satisfied. Saturation of 1:10 means that no more than 10 users are operating at full data rates simultaneously.

**“SCHEDULED UPTIME”** shall mean the total time duration less time required for scheduled maintenance or scheduled upgrades.

**“SCOPE OF WORK”** shall mean description of work as mutually agreed upon by Contractor and the Customer (or CALNET 3 CMO) that is included as an attachment to Service Requests, ICB request, or Coordinated or Managed Project document.

**“SERVICE MONTH”** shall mean the calendar month that CALNET 3 services are provided.

**“SMS/MMS”** shall mean Short Message Service/Multimedia Message Service as these terms are commonly used in the industry.

**“SPACE SEGMENT”** shall mean the satellite(s), and transponder bandwidth utilized to deliver a satellite communications service.

**“SERVICE REQUEST”** shall mean the document used to order (also includes moves, adds, changes or deletes) CALNET 3 services, such as a Form 20, STD. 65 or other Entity-authorized procurement document.

**“STATE”** shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications.

**“STATEMENT OF WORK”** shall mean the Requirements contained in the CALNET 3 solicitation documentation (i.e., RFQP, RFP, IFB) and the Bidder’s response to meet the program Requirements in the solicitation as stated/offered in the Bidder’s proposal.

**“SUBCONTRACTOR”** shall mean any party that is contracting with Contractor to perform/provide services and/or features on behalf of Contractor.

**“SUBSCRIBER” (also means End-User)** shall mean an individual within an Entity that is receiving services and/or features provided under the Contract.

**“TOTAL MONTHLY RECURRING CHARGES” or “TMRC”** shall mean the monthly recurring charges for the transport and service, including all feature charges, that comprise the total monthly recurring cost per service.

**“Total Monthly Cost of Service (TMCS)”** shall mean the total monthly cost of a service for the month in which the service impacting event or service failure occurred. The total monthly cost will include Non-Recurring Charges and Recurring Charges for all the service components/features required to complete the service.

**“UNAVAILABLE TIME”** shall mean the total minutes from when a trouble ticket is opened until the service is restored and deemed acceptable by the Customer minus Stop Clock minutes.

**“USAGE CHARGES”** shall mean charges for services that are billed on a per-use basis linked to a Contract Product Identifier.