

**IFB STPD 12-001-B**

**Statement of Work**

**FOR CALNET 3**

**BUSINESS REQUIREMENTS**

**Addendum 7**

**January 31, 2014**

Issued by:

**STATE OF CALIFORNIA**

California Department of Technology

Statewide Telecommunications Procurement Division

PO Box 1810

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# **IFB STPD 12-001-B**

## **PART 2**

### **BIDDER RESPONSE**

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#### **Statement of Work (SOW)**

#### **Business Requirements**

For

**CATEGORY 2 – NETWORK BASED WEB CONFERENCING**

**CATEGORY 3 – METROPOLITAN AREA (MAN) NETWORK ETHERNET**

**SUBCATEGORY 4.1 – SONET RING CONNECTIVITY**

**SUBCATEGORY 4.2 – SONET POINT-TO-POINT CONNECTIVITY**

**CATEGORY 5 – MANAGED INTERNET SERVICES**

**SUBCATEGORY 6.1 – HOSTED INTERACTIVE VOICE RESPONSE /**  
**AUTOMATIC CALL DISTRIBUTION**

**CATEGORY 7 – NETWORK BASED MANAGED SECURITY**

## BUSINESS REQUIREMENTS

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## BUSINESS REQUIREMENTS

### B.1 OVERVIEW

This Section of IFB STPD 12-001-B provides the State's solicitation for the business requirements associated with the technical requirements described in Category 2 (Network Based Web Conferencing), Category 3 (Metropolitan Area Network Ethernet), Subcategory 4.1 (SONET Ring Connectivity), 4.2 (SONET Point-to-Point Connectivity), Category 5 (Managed Internet Services), Subcategory 6.1 (Interactive Voice Response/Automatic Call Distribution), and Category 7 (Network Based Managed Security).

The CALNET 3 Contract(s) that result from the award of this IFB STPD 12-001-B will be managed on a day-to-day basis by the CALNET 3 Contract Management and Oversight (CALNET 3 CMO).

#### B.1.1 BIDDER RESPONSE REQUIREMENTS

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

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

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

Or,

Example B (for responses that require the Bidder to provide a description or written response to the requirement):

*"Bidder understands the requirements in Section xxx and shall meet or exceed them?  
Yes\_\_\_\_\_ No\_\_\_\_\_"*

*Description:"*

#### B.1.2 DESIGNATION OF REQUIREMENTS

All Business Requirements specified in this IFB Section are Mandatory and must be responded to as identified in IFB STPD 12-001-B, Part 1, Section 3.4.2.5 by the Bidder. Additionally, some Mandatory requirements are "Mandatory-Scorable" and are designated as "(M-S)". The State will have the option of whether or not to include each item in the Contract, based on the best interest of the State. Furthermore, Customers will have the option whether or not to order services or features included in the Contract. Service Requests for some CALNET 3 services or features may require CALNET 3 CMO approval.

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

Category 2 (Network Based Web Conferencing) Exclusion: For the purposes of this IFB STPD 12-001-B, the requirements that contain Billing Telephone Number (BTN), Working Telephone Number (WTN), and Circuit ID are mandatory but the BTN/Circuit ID/WTN fields are optional within the mandatory requirements.

### B.1.3 PACIFIC TIME ZONE

Unless specific otherwise, all times stated herein are times in the Pacific Time Zone.

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

## B.2 CALNET 3 PROGRAM REQUIREMENTS

### B.2.1 CONTRACTOR RESPONSIBILITIES

1. The Contractor shall:
  - a. Comply with the requirements defined in this IFB and subsequent Service Requests, including the business support and technical requirements detailed herein;
  - b. Comply with the rules, and regulations of the Federal Communications Commission and the California Public Utilities Commission as they pertain to the services and requirements of this IFB;
  - c. Comply with the terms and conditions of their respective Contract(s);
  - d. Ensure that Key Personnel as defined in Section B.2.3.1 (Staffing and Resource Requirements) are in place and resources are available for Contract Conversion and/or upon receipt of first Service Request for IFB STPD 12-001-B services, per the terms and conditions of the awarded contract; and,
  - e. Accept full responsibility for all Contract requirements. This responsibility includes the conduct of the Contractor, their Subcontractors and Affiliates, in complying with the terms and conditions of the Contract.
  - f. Unless otherwise specified in this IFB, all Business Requirements shall be met and delivered by the Contractor regardless of whether the Subcontractors or Affiliates provide services to Customers. Contractors shall provide all reports, tools, procedures and other deliverables that incorporate all Subcontractor and Affiliate information and activity. All exceptions must be approved by CALNET 3 CMO in writing.
2. The Contractor, their Subcontractors and Affiliates shall provide Consultative Business Assistance to Agencies in the planning, selection, application, and cost effective use of Contract services; and,
3. The Contractor shall comply with the State's policies for requirements in provisioning Telecommunication Services as defined in the State's Telecommunications Management Manual (STMM), and CALNET 3 User Instructions.

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

#### B.2.1.1 Marketing Requirements

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

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

#### B.2.2 CONTRACT PROGRAM MANAGER (CPM) RESPONSIBILITIES

The Contractor shall assign a Contract Program Manager (CPM) that will be available to the State throughout the Term of the Contract. The CPM shall ensure compliance with the Contract requirements.

The CPM shall be the CALNET 3 CMO's primary point of contact and ensure the Contractor provides compliant technical solutions, performs administrative functions, and reporting and Contract management functions as necessary to fulfill the requirements of this Contract. Responsibilities include, at a minimum:

1. Ensure Contractor responds to CALNET 3 CMO Management's verbal requests and/or directions regarding Contract and program oversight issues;
2. Respond through written communication within five (5) Business Days to the State's CALNET 3 Program Manager's written requests;
3. Act as a point of escalation for all Contract and program oversight issues for CALNET 3 CMO;
4. Attend regularly scheduled CALNET 3 Executive Meetings and ad hoc meetings in order to address Contract compliance or Customer service issues;
5. Ensure Contractor does not market services that are not available on the Contract in a manner that implies to Customers the services are, or will become, contractually available under CALNET 3;

6. Ensure the Contractor provides the CALNET 3 Program Manager with written notice of regulatory changes that impact the Provisioning of Contract services and/or the administration of the Contract;
7. Ensure Contractor complies with “Most Favored Nation” status per SOW Appendix C, Special Terms and Conditions - Telecommunications, Section I;
8. Ensure Contractor Staff are knowledgeable on products/services and the terms and conditions of the Contract;
9. Obtain CALNET 3 CMO approval for Individual Case Basis Pricing (ICB) (SOW Appendix C, Special Terms and Conditions - Telecommunications, Section P) prior to implementation;
10. Obtain CALNET 3 CMO approval for Individual Pricing Reductions (IPR) (Section B.7) prior to implementation;
11. Ensure each Customer has obtained a signed CALNET 3 delegation prior to the implementation of services in accordance with STMM Chapter 0502.0;
12. Ensure the Contractor follows all invoicing requirements;
13. Ensure Contract amendments receive required corporate approvals;
14. Ensure Contractor provides staff resources with skill levels to meet Contract requirements;
15. Ensure service delivery and service performance of the Contractor, Subcontractors and Affiliates;
16. Ensure Contractor meets all reporting requirements of the Contract;
17. Ensure Contractor is responsive to service failures and provides Executive Summaries (Section B.3.3 – Network Outage Response) for significant and Catastrophic Outages to CALNET 3 CMO within five (5) Business Days of CALNET 3 CMO request;
18. Ensure notifications for significant service impacting events are disseminated in accordance with the Notification SLAs in the IFB STPD 12-001-B Technical Requirements; Ensure Contractor provides quarterly reports for completed Contracted Service Project Work (Section B.6);
19. Ensure Contractor fulfills its obligations regarding Federal Communications Commission (FCC) and the California Public Utilities Commission (CPUC) mandated charges as described in Section B.5.8 (Service Taxes, Fees, Surcharges, and Surcredits) and SOW Appendix C, Special Terms and Conditions - Telecommunications and Section T (Service Taxes, Fees, Surcharges, and Surcredits);
20. Ensure Contractor responds to CALNET 3 CMO’s written requests for Contract required and/or supplemental information (ad hoc reports); and,
21. Ensure Contractor complies with the provisions of PMAC General Provisions – Telecommunications, Section 41 (Publicity).

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

### B.2.2.1 Contract Program Management Performance

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

Beginning with the CALNET 3 Program Manager and the Contract Program Manager (CPM), the provisions of PMAC General Provisions - Telecommunications, Section 59 (Performance Deficiency and Charges) will be exercised in resolving performance deficiency issues using the following sequence of actions:

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

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

The CALNET 3 CMO reserves the right to waive or diminish a deficiency charge globally or on a case-by-case basis per individual Contractor per occurrence. The waiver or diminishment of any deficiency charges shall not create any expectation of future waivers or diminishment for similar occurrences or circumstances, nor create any implied or actual rights of the Contractor for future waivers or diminishments of deficiency charges. The waiver or diminishment shall not reduce the applicability of the deficiency charges for future occurrences, and shall not abridge the rights of the State.

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

	<b>Deficiency</b>	<b>Charges</b>
1	CPM's failure to respond in writing within five (5) Business Days to CALNET 3 Program Manager's written requests. (Section B.2.2, #2)	Up to \$1,000 per occurrence/ up to \$250 per week thereafter until Contractor's response is received
2	Contractor markets services to CALNET Customers that are not available on the Contract in a manner that implies to the Customer the services are or will become contractually available. (Section B.2.2, #5)	Up to \$1,000 per occurrence
3	CPM fails to provide written notice to CALNET 3 CMO of regulatory changes within 60 calendar days of effective date that impact the Provisioning of Contract services and/or the administration of the Contract. (Section B.2.2, #6)	Up to \$1,000 per occurrence
4	Contractor fails to comply with SOW Appendix C, Special Terms and Conditions - Telecommunications, Section I ("Most Favored Nation" Status of State). (Section B.2.2, #7)	Up to \$1,000 per product identifier/up to \$250 per week per identifier thereafter until Contractor billing reflects MFN pricing.
5	Contractor fails to obtain CALNET 3 CMO approval prior to implementation of Individual Case Basis Pricing option. (Section B.2.2, #9)	Up to \$1,000 per occurrence and \$250 per week thereafter until Contractor obtains CALNET 3 CMO approval.
6	Contractor fails to obtain CALNET 3 CMO approval for Individual Pricing Reductions (IPRs) prior to implementation. (Section B.2.2, #10)	Up to \$1,000 per occurrence and \$250 per week thereafter until Contractor obtains CALNET 3 CMO approval.
7	Contractor fails to validate Customer has a signed CALNET 3 Delegation prior to the implementation of service required per the State Telecommunications Manual (STMM) Chapter 0502.0 (Section B.2.2, #11)	Up to \$1,000 per occurrence and \$250 per week thereafter until Contractor obtains CALNET 3 CMO approval.
8	Contractor fails to provide Executive Summaries of Network Outages within five (5) Business Days of CALNET 3 CMO request. (Section B.2.2, #17)	Up to \$1,000 per occurrence

	Deficiency	Charges
9	Contractor fails to notify CALNET 3 CMO and authorized staff of significant service impacting event in accordance with Section B.3.3 (Network Outage Response) (Section B.2.2, #18)	Up to \$1,000 per occurrence
10	Contractor fails to provide written notice to CALNET 3 CMO within 60 calendar days after the release or notification of any new law, resolution or order that imposes or allows any service taxes, fees, surcharges and surcredits, which Contractor intends to recover from the Customers.  (Section B.2.2, #19)	Up to \$1,000 per occurrence
11	Contractor fails to provide a response to State's written request for ad hoc reports or supplemental information within 10 Business Days of State's request (Section B.2.2, #20)	Up to \$1,000 per occurrence
12	Contractor fails to flag a Non-CALNET 3 Service and/or Feature on a Customer invoice as identified in accordance with Section B.5.1 Billing and Invoicing Requirements	Up to \$100.00 for each Non CALNET service and/or feature per month, per Customer invoice.

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

**B.2.3 CONTRACTOR BUSINESS PLAN**

Contractor shall submit a Business Plan within 90 calendar days of IFB STPD 12-001-B Contract award as referenced in PMAC General Provisions - Telecommunications, Section 62 (Contractor Personnel), and annually thereafter for each CALNET 3 IFB STPD 12-001-B Category or Subcategory Contract awarded for approval by the CALNET 3 CMO. Any changes to the Business Plan require CALNET 3 CMO approval.

This plan shall describe the Contractor's processes for meeting the IFB STPD 12-001-B requirements and clearly delineate how the Contractor will provide qualified staff and resources to support the business and Contract management activities consistent with the terms and conditions of the Contract(s).

For the purpose of this IFB, "Business Plan" is intended to mean a process, procedure, or business practice that shall demonstrate how the Contractor will meet specific IFB STPD 12-001-B Requirements.

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

**B.2.3.1 Staffing and Resource Requirements**

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

1. A list of the personnel classifications that will be assigned to support the Contract(s) including minimum skills for each classification;
2. An organization chart of Key Personnel that will be assigned to the Contract including area of expertise and contact information (email and phone number). Current organization charts will be provided upon request throughout the term of the Contract;
3. Brief resume statements of Key Personnel for the Contract, including but not limited to the following:
  - a. Executive Officers;
  - b. Contract Program Manager;
  - c. Customer Service Center Manager – see Customer Service Center Section B.3.2 and,
  - d. Technical Manager(s) – The Technical Solutions Manager shall oversee the Contractor's technical resources (Section B.3.5) responsible for providing support to CALNET 3 CMO and Customers.
4. Contractor's Key Personnel shall meet and confer with the State on Contract related issues. The meetings shall take place in the greater Sacramento area at a location specified by CALNET 3 CMO. Remote attendance shall be allowed at the discretion of CALNET 3 CMO;
5. Contractor shall identify any plan to share Key Personnel, resources, or functions; and,
6. Contractor shall ensure that resources are available to support all of the contractual requirements noted in this IFB.

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

**B.2.3.2 Business and Contract Management Activities**

Contractor's Business Plan shall identify their Business and Contract Management activities referred to in PMAC General Provisions - Telecommunications, Section 62 (Contractor Personnel).

1. Contractor shall inform the CALNET 3 CMO in writing of any agreements with Subcontractors or Affiliates that impact the performance of the Contract;
2. Contractor shall describe their business processes for adherence to Contract terms and conditions; and,

3. Contractor shall provide how their resources will be allocated for the above processes if the Contractor is awarded more than one (1) CALNET 3 Category or Subcategory Contract.

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

#### B.2.4 CONTRACT BUSINESS RELATIONSHIPS

The State anticipates IFB STPD 12-001-B contracts to support telecommunications and network services. The State anticipates services across CALNET 3 Categories or Subcategories will complement each other in service applications and require interoperability.

##### B.2.4.1 State and Contractor Business Relationships

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

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

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

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

The Contractor(s) may subcontract with other telecommunications providers for the Provisioning of specific Deliverables and services in the subcontractors' authorized facilities-based territories. This encourages the telecommunications industry to work together in alliance arrangements to provide peer-to-peer services on a fully retail basis for the delivery of CALNET 3 Deliverables and services as described in this IFB. Consistent with the provisions of Federal and State law, the State expects carriers to transmit information on a retail-to-retail basis for the purposes of providing Deliverables and services.

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

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

B.2.4.3 CPM as Single Point of Contact (SPOC)

If a Contractor is awarded more than one (1) IFB STPD 12-001-B Category or Subcategory Contract, the Contractor may be required by the CALNET 3 CMO to provide a Single Point of Contact (SPOC) for each of the Contractor's IFB STPD 12-001-B awarded Category or Subcategory Contracts.

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

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

B.2.4.4.1 U.S. Based Service Processing

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

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

B.2.4.4.2 Intentionally Deleted

B.2.4.4.3 U.S. Personnel Location Access Restriction

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

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

B.2.4.4.4 Continental United States (CONUS) Support Personnel Location

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

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

B.2.4.5 Customer Proprietary Network Information (CPNI)

B.2.4.5.1 CPNI Compliance

When applicable, the Contractor shall comply with all CPNI rules under federal and state law to protect the confidentiality of Customer information. Contractors shall not have the right to share Customer information among Subcontractors or Affiliates without specific written consent from the authorized Customer representative or authorized CALNET 3 CMO agent. CPNI shall not be shared with unrelated third parties.

No more than 45 days after Contract award, Contractor shall provide a detailed description of their process for obtaining CPNI permission from the Customer.

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

B.2.4.5.2 CPNI Access

Contractor shall follow State processes in the granting of permissions to access any Contractor's CPNI containing portals, websites or databases.

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

B.2.4.6 Documentation for Contract Management

No more than thirty business days following Contract award, Contractor shall provide CALNET 3 CMO with five (5) printed hard copies and one (1) electronic soft copy on a CD or DVD of the documents listed below for ongoing Contract management purposes. Documents shall be those originally submitted.

1. Complete response to SOW Business Requirements.
2. Complete response to SOW Technical Requirements.
3. SOW Catalog A (with costs).
4. Exhibit 9: Service Taxes, Fees, Surcharges and Surcredits.
5. Additional originally submitted documents mutually agreed upon by Contractor and CALNET 3 CMO.

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

## B.2.5 PROVISIONING AND PLANNING

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

### B.2.5.1 General Requirements

The Contractor shall:

1. Shall notify CALNET 3 CMO Contract Manager within 24 hours of Contractor receipt of the first complete Service Request for CALNET 3 services;
2. Ensure Service Requests for services subject to CALNET Delegations have a CALNET 3 CMO approved delegation before accepting a Customer Service Request;
3. Provide technical and business resources to CALNET 3 CMO and to Customers for information on pricing, features, and feature interactions/restrictions. Contractor's staff shall be available by telephone to participate in meetings to answer questions about contracted services. Contractor shall ensure that Contractor's staff, including Subcontractors and Affiliates, are trained on Contract services and are knowledgeable on Contract terms and conditions;
4. Provide documents/reports as identified in the requirements of this IFB or when requested by the CALNET 3 CMO;
5. Use for each Service Request, the State Agency Telecommunications Representative (ATR) database to determine a Customer's authority to order service;
6. Accept Executive Branch State Agency Service Requests in accordance with procurement requirements as defined in this IFB and STMM;
7. Use the Customer naming conventions as described in Section B.4.2 (Customer Naming Conventions);
8. Escalate to the CALNET 3 CMO when specific requirements call for mutual agreements between the Customer and Contractor, and agreement is not reached; and,
9. Maintain an inventory of CALNET 3 Contract Services to support the tools and reports as described in Sections B.8 (Inventory and Fiscal Management) and B.9 (Management Tools and Reports).

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

### B.2.5.2 Planning

Contractor shall:

1. Perform planning coordination activities related to service implementation;
2. Review End-User requirements to recommend the appropriate service and implementation plan for successful service delivery;
3. Provide, and update as necessary, a project plan detailing all resources (cost, staff, etc.), scope (tasks), and scheduling (with constraints) necessary to implement service per the SLA installation intervals and/or in accordance with the provisions of Section B.6.1 (Coordinated Project Work) and Section B.6.2 (Managed Project Work);
4. Perform site surveys, when necessary, to ensure End-User's location is capable of supporting the type of service/feature being considered;
5. Perform any other Contractor-related task or process needed to ensure proper Provisioning of the service;
6. Comply with Conversion plans and requirements in accordance with Section B.10.1.4 (Conversion Plans) and Section M (Migration-Out) of SOW Appendix C, Special Terms and Conditions – Telecommunications;
7. Comply with the SLA installation intervals provided in the IFB STPD 12-001-B Technical Requirements Provisioning SLAs and adhere to the provisions of Section B.6.1 (Coordinated Project Work) and Section B.6.2 (Managed Project Work); and,
8. Define the necessary interface requirements for existing End-User CPE to connect to the Contractor-provided services (if applicable) during initial ordering and implementation planning.

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

B.2.5.3 Design

Contractor shall:

1. Analyze Service Requests and determine Facility requirements;
2. Review End-User requirements to recommend the appropriate service;
3. Determine network interconnection requirements of Service Requests;
4. Determine required network management applications and interface requirements;
5. Develop and identify engineering, design and standards compliance issues that must be met for Contractor to utilize State and Customer assets;
6. Upon Customer request, provide the applicable electronic and hardcopy network or service delivery design and drawing; and
7. Provide Customer an electronic and hardcopy proposal for services identifying all components and costs in response to a service request.

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

#### B.2.5.4 Provisioning and Implementation

The Contractor shall provide and include in their Provisioning and implementation process the following requirements:

1. Method to confirm the Customer has an approved CALNET delegation from the CALNET 3 CMO for all services requiring Delegation;
2. Processing of approved Service Requests submitted using a Form 20 and/or STD 65 and appropriate attachments (i.e. Scope of Work and/or list of CALNET 3 line items);
3. A toll-free telephone number for provisioning submittals and status inquiries Monday through Friday, 8:00 a.m. to 5:00 p.m.;
4. Perform all activities associated with the receipt, logging, task identification, scheduling, and completion notification of Customer Service Requests;
5. Maintain a list of ordered CALNET 3 Contract services to support the tools and reports as described in Sections B.8 (Inventory and Fiscal Management) and B.9 (Management Tools and Reports);
6. Acknowledge Service Requests within one (1) Business Day from receipt by the Contractor of a completed Service Request;
7. Provide Customer with an order confirmation notification within five (5) Business Days of receipt of completed Service Request. Order confirmation notification shall include the Contractor's due date commitment agreed to by Customer.

If the Customer's Service Request qualifies as Contracted Service Project Work (Section B.6), the Scope of Work shall be provided within ten (10) Business Days of receipt of Service Request in lieu of the order confirmation notification. The Contractor must include negotiated due dates for each service in the Scope of Work. (This requirement does not apply to Category 2 – Web Conferencing Services.)

8. For moves, adds and changes, service billing shall commence upon the date of Customer Acceptance;
9. The Contractor shall not charge to delete (disconnect) a CALNET 3 Service. Charges for services shall cease on the Customer requested disconnect date. Notification of disconnect date will be provided to the Contractor at least five (5) Business Days in advance of the disconnect date;
10. Validate Customer is authorized to initiate a Service Request based on the State database of designated Agency Telecommunications Representatives (ATRs);
11. Validate all non-State Customers have signed a CALNET 3 Authorization to Order (ATO) (IFB STPD 12-001-B Attachment 4) approved by CALNET 3 CMO prior to Provisioning of services. Authorization is only valid for services identified on the ATO;

12. Perform a site inspection of Customer location prior to implementation of service to ensure there is an adequate environment for the new service as mutually agreed upon between Customer and Contractor if required for service(s) ordered;
13. Prepare site preparation plans that specify requirements for space, power, air conditioning, humidity control, floor loading, dimensions, equipment, and any other special requirements necessary for the provision of service in a Customer location as mutually agreed upon between Customer and Contractor if necessary for service(s) ordered;
14. Prepare floor plans showing jack locations with their prospective jack numbers and identify the "Primary Directory Number" next to the appropriate jack location on the floor plans) as mutually agreed upon between Customer and Contractor if necessary for service(s) ordered;
15. Coordinate the service installation with the Customer contact. This includes scheduling, coordinating, and documenting meetings as appropriate;
16. Develop comprehensive implementation plans and schedules that minimize disruption of the current Customer's telecommunications system; and,
17. Prepare service acceptance plans that specify requirements for functional testing, load testing, and cutover testing of Contractor provided services as mutually agreed upon by the Customer and Contractor and as necessary for service(s) ordered.

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

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

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

All manufacturer's and Contractor's announcements regarding future equipment or software discontinuance, and end of manufacturer's or Contractor's support, shall be provided to the CALNET 3 CMO within thirty days of such announcements. The CALNET 3 CMO may require that the same or equivalent announcements shall be provided to all affected Customers.

Contractors may only propose, specify, or initially employ services, equipment or software that does not meet the requirements above if:

1. The Contractor has proposed in writing to the CALNET 3 CMO the Contractor's plan to provide adequate support;

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

In responding to a Contractor's request, the CALNET 3 CMO may require additional information. The determination of the adequacy of the Contractor's request, and the approval, disapproval or other response to the request shall be at the CALNET 3 CMO's discretion.

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

This Section B.2.5.5 shall not apply to Subcategory 4.1, *SONET Ring and Subcategory 4.2, SONET Point-to-Point*. See IFB Section 4.2.2.2, *Business and Technical Requirements (Pass/Fail)*.

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

## B.2.6 GENERAL TRAINING REQUIREMENTS

Contractor shall implement an effective program to provide orientation training and education to a broad range of Customers/End-Users and to the CALNET 3 CMO. This training is integral to Customer awareness, satisfaction, and efficient use of contracted services and to the State's oversight and management of the Contract.

1. Upon IFB STPD 12-001-B Contract award for incumbent Contractors for the services provided by the incumbent Contractor under CALNET 2, or within 90 calendar days of receipt of the first CALNET 3 Service Request for IFB STPD 12-001-B services for non-incumbent Contractors (or incumbent Contractors not currently providing the specific Category or Subcategory service), Contractor shall:
  - a. Provide a plan for:
    - i. Educating and training Customers/End-Users;
    - ii. Interacting with CALNET 3 CMO to ensure effective CALNET 3 Contract education and technical training is being provided to the State on an on-going basis; and,
    - iii. Defines how and when training will be provided whenever new services and/or tools are added or changes are made.

2. The costs for training designated as mandatory in the IFB shall be included in the costs provided for services and features described throughout this IFB STPD 12-001-B.

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

B.2.6.1 Contractor Provided Training

Contractor shall provide training detailed below.

B.2.6.1.1 Customer/End-User Training

The Contractor shall provide Customer/End-User training for all Contracted CALNET 3 services, SLAs, invoicing and Customer tools in one (1) or more of the following formats:

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

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

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

B.2.6.1.2 CALNET 3 CMO Staff Training

Contractor shall provide CALNET 3 CMO Staff training.

The method of delivery and location for the training shall be at the discretion of the CALNET 3 CMO. The number of CALNET 3 CMO staff to be trained shall be no more than 30 over the life of the Contract. The CALNET 3 CMO training shall include the following:

1. All training provided to the Customer/End-Users as noted in Section B.2.6.1.1 (Customer/End-User Training) shall also be provided to the CALNET 3 CMO;
2. Introduction to the Private Oversight Website (Section B.9.2);
3. Initial and ad-hoc training for oversight tools, reports, and invoicing processes;

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

### B.2.6.1.3 Detailed Technical Training

Contractor shall provide detailed Technical Training for proposed, new, or replacement services to the State's CALNET 3 CMO technical staff throughout the Contract Term.

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

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

### B.2.7 ACCEPTANCE OF SERVICE LEVEL AGREEMENT (SLA) LANGUAGE FOR UNSOLICITED SERVICES

After award, the CALNET 3 CMO will determine, for the purpose of applying SLAs, if a Bidder's unsolicited line item is a "service" or a feature of a mandatory service. Upon determination by the CALNET 3 CMO, the Contractor shall update the existing SLAs with the CALNET 3 CMO approved modifications for the SLAs in Sections 2.3, 3.5, 4.1.5, 4.2.5, 5.5, 6.1.3, and 7.3. Changes may include addition of service names, addition of objectives if current objectives do not apply, and provisioning intervals.

The Contractor shall add the unsolicited services, as determined by CALNET 3 CMO, to the "Service(s)" component of the SLA. If an unsolicited item, or group of unsolicited items, is determined to be a "service" the Contractor will honor the objective commitment made for the mandatory service. If an SLA requires additional objectives or provisioning intervals then the CALNET 3 CMO and Contractor shall negotiate the objective and/or interval. If the CALNET 3 CMO and Contractor cannot mutually agree to an objective or interval, then the item and or group of items under the service shall be considered a feature of the mandatory service and therefore shall be included as such under the SLA's as defined in each subcategory.

All unsolicited service features shall be included as such under the SLAs as defined for each service in each SLA. If the CALNET 3 CMO determines additional objectives or provisioning intervals are required for the unsolicited feature then the CALNET 3 CMO and Contractor shall negotiate the objective or provisioning interval.

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

## B.3 PROBLEM MANAGEMENT

CALNET 3 CMO maintains a Customer advocate function involving provisioning and ongoing network service delivery. CALNET 3 CMO requires access to Contractor provided tools through web based applications to process network trouble tickets and the Contractor's corrective action. CALNET 3 CMO's role as a Customer advocate can be invoked by the escalation process, Customer request, Contractor request, or as a result of service and process monitoring.

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

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

### B.3.1 CONTRACTOR SERVICE PERFORMANCE

1. Provisions of this subsection begin upon State acceptance of the services provided under this Contract and continue through the Term.
2. Unless otherwise specified by the State in this Contract, the services shall be available twenty-four (24) hours a day, seven (7) days a week, as further described in this Contract.
3. Contractor warrants to the State that (i) service and service deliverables furnished hereunder will conform in all material respects to the requirements of this Contract, and (ii) the service and service deliverables furnished will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a detailed design document) and incorporated the same or equivalent in the Statement of Work or the Customer's Scope of Work directly or by reference, Contractor will warrant that its service and service deliverables furnished will conform in all material respects to the mutually agreed design specifications. The State's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
4. Contractor warrants that the service and service deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e., computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software); and (ii) will not infringe or violate any United States patent, copyright, trade mark, trade secret, or other proprietary right ("Intellectual Property Right") of a third party. Without limiting the generality of the foregoing, if harmful code is present in any service and service deliverable, Contractor will use all commercially reasonable efforts, at no additional charge to the State, to eliminate and reduce the effects of such harmful code, including restoration of any lost data using generally accepted data restoration methods.
5. Contractor warrants that the services shall be performed, and all services, deliverables and other materials prepared and delivered, in a timely, professional, efficient, diligent and workman-like manner, in accordance with the highest recognized professional standards and practices of quality and integrity in the industry, by qualified personnel fully familiar with the technology and methodologies used in performing the service and service deliverables, and be fit for use as reasonably intended by the parties.
6. Contractor represents and warrants that, as of the Effective Date of product/service acceptance, there is no outstanding or reasonably anticipated civil or criminal litigation, arbitrated matter, or other dispute, in any forum, to which Contractor or any of its Affiliates is a party that, if decided unfavorably to Contractor or its Affiliates, would reasonably be expected to preclude Contractor from entering into this Contract or have a material adverse effect on Contractor's ability to fulfill its obligations hereunder.

7. To the extent that the services, systems, items, and other resources of the State and its other third party service providers with which they will interoperate are compatible with the standards that the State has specified for each Service and Service Category, as set forth in the Technical Requirements SOW, Contractor represents and warrants (i) all equipment, networks, software and other resources utilized or provided by Contractor in connection with the services and service deliverables shall be successfully interfaced with, and shall be compatible with, the services, systems, items, and other resources of the State and its other third party service providers with which they will interoperate and (ii) none of the services, or service deliverables or other items provided to the State by Contractor shall be adversely affected by, or shall adversely affect, the State Resources or any services provided by any such third party service providers, in any material respect, whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times, or otherwise.
8. Contractor represents and warrants that: (i) it has conducted a full and complete analysis of the State's requirements as specified in this IFB STPD 12-001-B Contract; (ii) it has performed sufficient due diligence investigations regarding the scope and substance of the services and the service deliverables; (iii) it has received sufficient answers to all questions that it has presented to the State regarding the scope and substance of the services and the deliverables as well as the workings, capabilities, procedures, and capacities of the State's networks, equipment, hardware, and software associated with the provision of the services and service deliverables; and (iv) it is capable in all respects of providing the services and deliverables in accordance with this Contract. Contractor hereby waives and releases any and all claims that it now has or hereafter may have against the State based upon any inaccuracy or incompleteness of the information it has received with regard to the scope and substance of the services and the service deliverables, except where such information was willfully withheld or intentionally misrepresented by the State and where such claims are permitted under California law. Further, Contractor covenants that it shall not seek any judicial rescission, cancellation, termination, reformation, or modification of this Contract or any provision hereof, nor any adjustment in the charges to be paid for the service deliverables or services, based upon any such inaccuracy or incompleteness of information except where such information was willfully withheld or intentionally misrepresented by the State.
9. Contractor represents and warrants that Contractor, at Contractor's expense, shall (and shall cause all of its subcontractors to) maintain all equipment, systems, networks, and software operated or used in performance of its obligations hereunder so that they operate in accordance with the service levels and their respective specifications, including: (i) maintaining such items in good operating condition, subject to normal wear and tear, (ii) performing repairs and preventative maintenance in a timely manner and in accordance with the manufacturer's recommendations and requirements; and (iii) performing software maintenance in accordance with the applicable software supplier's recommendations and requirements.
10. For any breach of the Contractor's commitments provided in this Section, the State's remedy and Contractor's obligation, shall include:
  - a. Re-performance, repair, or replacement of the nonconforming service deliverable (including without limitation an infringing service deliverable) or Service; or

Should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming service deliverable or Service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring deliverables or services of equivalent capability, function, and performance. The payment obligation in this subsection 10.b will not exceed the limits on Contractor's liability set forth in the General Provisions – Telecommunications, Section 31, LIMITATION OF LIABILITY; or

The rights and remedies provided by the Service Level Agreements in the SOW.

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

### B.3.2 CUSTOMER SERVICE CENTER

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

1. The Customer Service Center shall facilitate timely responses to Customer reported service issues for all CALNET 3 Services identified in this IFB STPD 12-001-B and/or escalation of any previously reported problems;
2. The Contractor shall provide Customers with status on trouble resolution and the causes of network or individual Customer service outages;
3. The Contractor shall provide a toll-free number as a single point of contact to respond as defined herein to trouble tickets for CALNET 3 services identified in this IFB STPD 12-001-B. Eighty percent (80%) of the Customer calls shall be answered by an automated system or live operator within four (4) rings. The Contractor's live technical resource shall begin collecting information from the Customer within five (5) minutes of Contractor's initial answering of the call or Customer opening of an on-line ticket in accordance with Section B.9.4. The Contractor shall meet this requirement (24x365);
4. The Contractor Customer Service Center personnel shall open, monitor and update trouble tickets for CALNET 3 services using the Trouble Ticket Reporting Tool (Section B.9.4). Trouble ticket lifecycle management shall include:
  - a. Both the initial Customer trouble reporting date and time, and the Contractor's response to the Customer (date and time) shall be documented in the Contractor's Trouble Ticket (Section B.9.4);
  - b. The Contractor shall acknowledge receipt of trouble ticket and begin resolving the Customer's service issue within 30 minutes of trouble ticket submission from Customer. For SLAs based on Outage Duration the duration shall begin upon the opening of a Trouble Ticket;
  - c. The Contractor shall update the trouble ticket with status every one (1) hour and as soon as service is restored; and,
  - d. The Contractor's CALNET 3 Customer Trouble Ticket Reporting Tool and trouble ticket content shall be accessible by CALNET 3 CMO and Customers 24x365 via a web enabled application.

5. The Contractor shall provide notification to CALNET 3 CMO within 60 minutes for significant and Catastrophic events and status every 60 minutes per Section B.3.3 (Network Outage Response);
6. The Contractor shall provide support procedures for natural disaster events;
7. The Contractor's CALNET 3 Customer Service Center shall be located within the United States; and,
8. The Contractor shall provide CALNET 3 CMO with contact information for the Customer Service Center Manager for the Contract Term. The Customer Service Center Manger shall possess the decision making authority required to address service and contract compliance issues.

The Contractor shall provide CALNET 3 CMO with detailed "Customer Service Center Trouble Reporting Processes and Procedures" that include requirements one (1) through eight (8) of this Section B.3.2. The Contractor shall provide the processes and procedures within 60 calendar days of receipt of the Contractor's first IFB STPD 12-001-B Service Request, or prior to the commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The Contractor shall submit a single "Customer Service Center Trouble Reporting Processes and Procedures" to be used for all Categories and Subcategories awarded to the Contractor as a result of this IFB STPD 12-001-B. The Customer Service Center Trouble Reporting Process and Procedures require CALNET 3 CMO approval.

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

### B.3.3 NETWORK OUTAGE RESPONSE

In the event of a significant or Catastrophic Network Outage, the Contractor shall keep CALNET 3 CMO and designated Key Stakeholders informed. The Contractor shall:

1. Provide a mutually agreed upon method of notification to CALNET 3 CMO and designated Key Stakeholders 24x365 via voice mail, email, or text message.
2. Notify CALNET 3 CMO and designated Key Stakeholders of an initial outage within 30 minutes of known failure and provide follow-up status at least every 60 minutes or more frequently when pertinent information becomes available, until resolution and final notification.
3. Take direction from CALNET 3 CMO to define significant and establish criteria and conditions when notification should be disseminated.
4. Provide the following information with each notification.
  - a. Outage description;
  - b. Location (street/city/central office), when applicable and available;
  - c. Time and date;
  - d. Root cause (when available);
  - e. Type of service;
  - f. Estimated time of arrival;

- g. Estimated time of restoral;
  - h. Quantity of CALNET 3 sites impacted;
  - i. Identify which CALNET 3 Customers (State and local departments) impacted;
  - j. Any known public safety issues or community isolations;
  - k. Restoral measures; and,
  - l. Time and date of restoral.
5. Provide an Executive Summary report within five (5) Business Days of a request by CALNET 3 CMO. Information for this report shall include:
- a. High-level event summary;
  - b. Identify service types affected;
  - c. Provide number and location of sites impacted;
  - d. Identify Customers departments (local and state) impacted;
  - e. Timeline of events;
  - f. Explain outage issues; and,
  - g. Provide mitigation plan.

The Contractor shall provide a detailed description of its “Network Outage Notification Process and Procedures” within 60 calendar days of receipt of the Contractor’s first IFB STPD 12-001-B Service Request, or prior to the Contractor’s commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The Contractor shall submit a single “Network Outage Notification Processes and Procedures” to be used for all Categories and Subcategories awarded to the Contractor as a result of this IFB STPD 12-001-B. The Network Outage Notification Process and Procedures require CALNET 3 CMO approval.

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

#### B.3.4 ESCALATION PROCESSES

##### B.3.4.1 CALNET 3 CMO Escalation Process

The Contractor shall provide a CALNET 3 CMO Escalation Process to be used for all Categories and Subcategories awarded to the Contractor as a result of this IFB STPD 12-001-B within 60 calendar days of receipt of the Contractor’s first IFB STPD 12-001-B Service Request, or prior to the Contractor’s commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The CALNET 3 CMO Escalation Process requires CALNET 3 CMO approval. The CALNET 3 CMO Escalation Process shall include the detailed process for escalating issues within the Contractor’s organization. CALNET 3 CMO reserves the right to require changes to the Escalation Process prior to approval. The CALNET 3 CMO Escalation Process shall:

1. Detail the procedures to be used by the CALNET 3 CMO to escalate global Contract issues, service failures, or specific Customer issues within the Contractor's organization;
2. Include Contractor contact information of the responsible individual including title/responsibility, office number, cell number and email address who will be available 24x365 to resolve all escalation issues; and,
3. Remain posted on the Private Oversight Website (Section B.9.2) throughout the Term of the contract.

The Contractor shall keep the posted CALNET 3 CMO Escalation Process information current throughout the Contract Term.

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

#### B.3.4.2 Customer Escalation Process

The Contractor shall provide a Customer Escalation Process to be used for all Categories and Subcategories awarded to the Contractor as a result of this IFB STPD 12-001-B within 60 calendar days of receipt of the Contractor's first IFB STPD 12-001-B Service Request, or prior to the Contractor's commencement of any Conversion Plan occurring under this Contract, whichever occurs first. The Customer Escalation Process requires CALNET 3 CMO approval. The Customer Escalation Process shall include the Customer process for escalating issues within the Contractor's organization. CALNET 3 CMO reserves the right to require changes to the Escalation Process prior to approval. The Customer Escalation Process shall:

1. Detail the procedures to be used by Customers to escalate issues within the Contractor's organization;
2. Include current Contractor contact information of the responsible individual including title/responsibility, office number, and cell number who will be available 24x365 to resolve all escalation issues; and,
3. Remain posted on the Contractor's Public Website (Section B.9.1) throughout the Term of the Contract.

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

#### B.3.5 TECHNICAL RESOURCES

The Contractor shall provide technical resources in sufficient quantity to support the CALNET 3 contracted services, as mutually agreed to by the Contractor and the CALNET 3 CMO.

The Contractor's technical resources assigned to provide support to both the CALNET 3 CMO and the CALNET 3 Customers shall possess a thorough knowledge of the following:

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

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

The Contractor shall provide CALNET 3 CMO with a Contractor's Customer Service Center management resource available to respond to CALNET 3 CMO inquiries regarding CALNET 3 service outage issues.

The Contractor shall provide contact information for the Customer Service Center Manager within 60 calendar days of receipt of the Contractor's first IFB STPD 12-001-B Service Request, or prior to the Contractor's commencement of any Conversion Plan, occurring under this Contract, whichever occurs first. The contact information shall include:

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

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

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

The purpose of this section is to standardize data throughout the CALNET 3 Contract and define the rules for referencing and reporting on the data. The Contractor shall be required to utilize the State prescribed data standards as defined in this section. In defining the data criteria, the State seeks to establish a level of accuracy, consistency, reliability and completeness in CALNET 3 data. The Contractor shall provide complete and accurate data. The Contractor shall comply with the State data management and standardization requirements.

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

#### B.4.1 DATA DICTIONARY

The data fields for management and oversight of the CALNET 3 Contract are defined in the CALNET 3 Data Dictionary (SOW Appendix B). These data representations, formats, and definitions for common data shall be utilized by the Contractor when referencing all CALNET 3 data as described in these Business Requirements, including service/product catalogs, the IFB STPD 12-001-B Technical Requirements Service Level Agreements, and in the Inventory and Fiscal Management (Section B.8), Billing and Invoicing (Section B.5), Management Tools and Reports (Section B.9), and Conversion Reports (Section B.10.2.3, B.10.2.5 and B.10.2.7).

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

#### B.4.2 CUSTOMER NAMING CONVENTIONS

CALNET 3 CMO will assign and maintain a list of CALNET 3 Customers and Customer Codes on the State's website (<http://www.dts.ca.gov/stnd/LocalandStateGovernmentEntities.pdf>). Contractors shall use these Customer Names and Customer Codes on all service provisioning documentation, tools, text files, reports, or as directed by CALNET 3 CMO. For any new Customers not listed on the Customer Naming Convention list, Contractor shall submit a request to CALNET 3 CMO.

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

#### B.4.3 TEXT FILES AND REPORTS

The State seeks to move toward an automated, centralized, standardized, and secure method of CALNET 3 reporting. The Contractor shall provide customized reports in addition to text files. The Contractor shall provide new text files or changes to existing text files as requested.

##### B.4.3.1 File Upload Process

Unless requested otherwise within this IFB or by CALNET 3 CMO, the Contractor shall electronically transport all text files and reports described in these Business Requirements to CALNET 3 CMO using a web application provided by the State. CALNET 3 CMO shall provide details and instructions for following this process to the Contractor upon IFB STPD 12-001-B award.

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

##### B.4.3.2 Other Media

When requested by CALNET 3 CMO, Contractor shall provide CALNET 3 text files and reports to CALNET 3 CMO through CD or other media sources, in addition to electronic transfer as defined in Section B.4.3.1 (File Transfer Process).

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

#### B.4.3.3 File Labeling Convention

Unless requested otherwise within this IFB or by CALNET 3 CMO, the Contractor shall use the following File Labeling Convention on all text files and reports for electronic transfer:

Cc\_ctg\_sub\_filenamemmddyyyy.extt

Where:

<b>cc</b>	= Contractor Code (as defined in SOW Appendix B)
<b>ctg</b>	= Category (as defined in SOW Appendix B)
<b>sub</b>	= Subcategory (as defined in SOW Appendix B) (use the last digit of the Subcategory number. If no Subcategory, enter "0")
<b>filename</b>	= Filename (as defined in SOW Appendix B)
<b>mmddyyyy</b>	= File Creation Date (as defined in SOW Appendix B)
<b>.extt</b>	= Three to five character file extension identifying the file

Format as follows:  
.txt – delimited text file  
.xlsx – Microsoft Excel file  
.accdb – Microsoft Access file

Example: 01\_1\_6\_C3MSRVBILL01312013.txt

(01 = Contractor Code, 1 = Category, 6 = Subcategory, C3MSRVBILL = Filename, 01312013 = File Creation Date, txt = file extension)

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

#### B.4.3.4 Text File and Report Formats

Unless requested otherwise, Contractor shall provide the following:

1. CALNET 3 text files shall be formatted as delimited text files with all data fields delimited by pipes ("|");
2. CALNET 3 reports shall be formatted in MS Excel or MS Access;
3. The first record of each text file and report shall be a required header record that labels the columns using data field naming conventions as detailed in the Data Dictionary (SOW Appendix B);
4. A summary record may be required as the last record of each report as defined within the individual report specifications;
5. Data records shall be required in both text files and reports and immediately follow the header record. The formatting of data records shall be defined within the individual text file or report specifications;

6. Data fields within text files or reports that are not applicable to the Service Type and Feature Name being reported shall be left blank but shall still contain a delimited placeholder;
7. All final text file and report formats shall be approved by the CALNET 3 CMO and no changes shall be made to the data fields, format or headings without prior written consent of CALNET 3 CMO; and,
8. CALNET 3 CMO reserves the right to make changes to the File Formats requested for text files and reports.

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

#### B.4.4 DATA RETENTION

All CALNET 3 text files and reports as described in Section B.8 (Inventory and Fiscal Management) shall be retained and maintained by the Contractor in a secure environment for the periods identified in the PMAC General Provisions – Telecommunications, Section 44 (Examination and Audit), unless requested otherwise.

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

#### B.4.5 DATA ACCURACY AND ACCOUNTABILITY

For all CALNET 3 data provided by the Contractor, including data provided by Subcontractors and Affiliates, Contractor shall meet all data accuracy and accountability requirements as defined below.

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

##### B.4.5.1 Data Accuracy

Contractor shall provide accurate data prior to providing or publishing the following to CALNET 3 CMO:

1. Service/Product catalogs;
2. Text files and reports; and,
3. Ad-hoc data and reports requested by CALNET 3 CMO.

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

##### B.4.5.2 Data Completeness

Contractor shall provide complete data prior to providing or publishing the following to CALNET 3 CMO:

1. Service/product catalogs;
2. Text files and reports; and,

3. Ad-hoc data and reports requested by CALNET 3 CMO.

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

**B.4.6 SERVICE CATALOG TEXT FILES**

The Contractor shall provide two (2) text files to CALNET 3 CMO that contain Service Catalog data. The two (2) text files combined together make up the information contained in the Service Catalog. The first text file (C3SRVCATA1) shall contain the high level Service description information as contained in Catalog A. The second text file (C3SRVCATA2) shall contain all product features and pricing related information as contained in Catalog A. The information contained in the Service Catalog text files shall align with this IFB and Catalog A and shall include both Catalog A and Catalog B pricing.

The Contractor shall provide Service Catalog text files as follows:

1. Initial Service Catalog text files shall be provided within 30 calendar days of IFB STPD 12-001-B Contract award. These initial text files will include all Service Catalog data and represent the complete Service Catalog; and,
2. The Contractor shall update the Service Catalog Profile information as directed by the CALNET 3 CMO. Within 30 calendar days of the effective date of any amendment, the Contractor shall provide any updates to the Service Catalog as Amended Catalog text files. These Amended Catalog text files shall only contain catalog information that is being updated by the amendment

The initial Service Catalog text files shall follow the specifications described below.

1. Filenames: C3SRVCATA1, C3SRVCATA2;
2. File Frequency: Initial file within 30 calendar days of IFB STPD 12-001-B Contract award;
3. Data fields within data records shall be populated based on what is coded in the "populate" ("Pop") column. The "Pop" column is coded as follows:
  - a. R – Required. This field must always be populated; and,  
A – This field is populated if it is applicable to the Service Type and Feature Name being reported.
4. Data Records: the following data fields shall be included as columns on each data record in the order specified and follow data field specifications as detailed below and in the Data Dictionary (SOW Appendix B).

**C3SRVCATA1:**

<b>Field Order</b>	<b>Data Field Name</b>	<b>Pop</b>
1	Category	R
2	Subcategory	A
3	Section Number	R
4	Service Type	R

Field Order	Data Field Name	Pop
5	Service Description	R
6	Geographic Availability	A
7	Service Limitations	A
8	Change Charge Applicability	A

C3SRVCATA2:

Field Order	Data Field Name	Pop
1	Category	R
2	Subcategory	A
3	Section Number	R
4	Service Type	R
5	Subservice Type	A
6	Line Item Number	A
7	Feature Name	R
8	Product ID	R
9	Feature Description	R
10	Feature Restrictions	A
11	Contract NRC	A
12	Contract NRC Description	A
13	Contract MRC	A
14	Contract MRC Description	A
15	Admin Fee Rate	A
16	Customer MRC	A
17	Customer MRC Description	A
18	Unit of Measure	R
19	Change Charge	A
20	Change Charge Description	A
21	Delegation Required	R
22	Required or Discretionary	R

The Amended Catalog text files shall follow the specifications described below.

1. Filenames: C3AMDCATA1, C3AMDCATA2;
2. File Frequency: within 30 calendar days of the effective date of any amendment

3. Data fields within data records shall be populated based on what is coded in the “populate” (“Pop”) column. The “Pop” column is coded as follows:
  - a. R – Required. This field must always be populated; and,
  - b. A – This field is populated if it is applicable to the Service Type and Feature Name being reported.
4. Data Records: the following data fields shall be included as columns on each data record in the order specified and follow data field specifications as detailed below and in the Data Dictionary (SOW Appendix B).

C3AMDCATA1:

Field Order	Data Field Name	Pop
1	Contract Number	R
2	Amendment Number	R
3	Effective Date	R
4	Action	R
5	Category	R
6	Subcategory	A
7	Section Number	R
8	Service Type	R
9	Service Description	R
10	Geographic Availability	A
11	Service Limitations	A
12	Change Charge Applicability	A

C3AMDCATA2:

Field Order	Data Field Name	Pop
1	Contract Number	R
2	Amendment Number	R
3	Effective Date	R
4	Action	R

Field Order	Data Field Name	Pop
5	Category	R
6	Subcategory	A
7	Section Number	R
8	Service Type	R
9	Subservice Type	A
10	Line Item Number	A
11	Feature Name	R
12	Product ID	R
13	Feature Description	R
14	Feature Restrictions	A
15	Contract NRC	A
16	Contract NRC Description	A
17	Contract MRC	A
18	Contract MRC Description	A
19	Admin Fee Rate	A
20	Customer MRC	A
21	Customer MRC Description	A
22	Unit of Measure	R
23	Change Charge	A
24	Change Charge Description	A
25	Delegation Required	R
26	Required or Discretionary	R

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

## **B.5 BILLING AND INVOICING**

### **B.5.1 BILLING AND INVOICING REQUIREMENTS**

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

The Contractor shall provide a "unique" Product Identifier for each Service and Feature Name to appear on Customer invoices as identified in Catalog A. Duplicate Product Identifiers are only acceptable when identifying the same service, feature, and functionality at the same cost with the same limitations, to include MRC, NRC, One-Time Charges and Change Charges.

Any bundled service must have its own single "unique" Product Identifier even though it is comprised of multiple components.

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

The Contractor shall not comingle Contracts and/or Subcategories onto one (1) invoice without prior approval from CALNET 3 CMO.

The Contractor shall:

1. Maintain a secure password protected web-based Billing and Invoicing application which delivers integrated monthly invoices to Customers including services provided by the Contractor, its Subcontractors and Affiliates;
2. Allow access to Customer accounts with the ability to view and analyze Billing and Invoicing information over the web-based Billing and Invoicing application, including account history;
3. Provide within the Billing and Invoicing application the ability to download/export data into an MS Excel 2007 or higher document;
4. Bill all features of a contracted service onto one (1) invoice, appearing under one (1) Billing Telephone Number (BTN)/Circuit ID/Working Telephone Number (WTN) within one (1) Billing Account Number (BAN);
5. Generate monthly invoices to Customers that are accurate and provide sufficient data for the Customer to validate and reconcile in a timely manner;
6. Distribute invoice(s) to authorized Customer within 15 Business Days of the end of the monthly billing cycle;
7. Utilization of the Customer Naming Conventions described in Section B.4.2;
8. Allow new fields to be added if business needs dictate;

9. Initiate billing upon Customer Acceptance of moves, adds, changes and deletes. Identifying the SR Number in all applicable sections of the initial invoice or subsequent associated invoices;
10. Compute charges for a fraction of a calendar month at a rate of 1/30<sup>th</sup> of the applicable total monthly charge for each day the service was provided;
11. Invoice all per minute usage-based services for the first minute in whole and in six (6) second increments or less thereafter;
12. Charge for all other usage as specifically described in the Technical Requirements.
13. Upon signature of a Contract amendment have 30 calendar days to ensure accuracy of necessary invoice modifications;
14. Post and identify Adjustments on invoices (i.e. credits, debits, SLAs) and provide applicable cross referencing information (e.g. Trouble Ticket number) and/or Product Identifier to correct previous month(s) billing;
15. Identify late payment charges in the Adjustment section of the invoice and upon request provide proof that the late payment charge is valid;
16. Identify and provide a toll-free number on monthly invoices to provide Customer's invoicing support in accordance with Section B.5.2.1 (Invoicing Support);
17. Provide the URL for the Billing and Invoicing application to the CALNET 3 CMO and post link to the Public Website (Section B.9.1) within 60 calendar days of IFB STPD 12-001-B Contract award;
18. Not bill for, and the Customer shall not be responsible for, usage charges that are a result of the failure of the Contractor's system to disconnect after a caller hangs up, as applicable; and.
19. Flag non-contracted charges on the Customer web-based and/or paper invoice as approved by the CALNET 3 CMO.

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

#### B.5.1.1 Invoice Content Requirements

Invoices shall include the contents below. Additional information may be provided in each section by the Contractor as necessary.

1. Monthly Recurring Charges (MRC);
2. Non-Recurring Charges (NRC);
3. Adjustments;
4. Service Taxes & Surcharges;
5. Customer Service Record;
6. Statement of Account;
7. BAN Summary;
8. Legend; and,
9. Remittance Slip.

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

**B.5.1.1.1 Monthly Recurring Charges**

Contractor shall provide the following components:

1. BAN;
2. Invoice Number;
3. Invoice Date;
4. BTN/Circuit ID/WTN;
5. Product ID;
6. Feature Name;
7. Quantity;
8. Bill Period – the billing cycle for which the MRC applies;
9. Charge – the MRC Contract value for each unique Product ID;
10. Usage Charges – to include Call Detail Record (if applicable to subcategory) as defined in the Glossary (SOW Appendix A); and,
11. Total Charge.

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

**B.5.1.1.2 Non-Recurring Charges**

Contractor shall provide the following Components:

1. BAN;
2. Invoice number;
3. Invoice Date;
4. BTN/Circuit ID/WTN;
5. Product ID;
6. Feature Name;
7. Quantity;
8. Bill Period – the billing cycle for which the NRC applies;
9. Charge – the NRC Contract value for each unique Product ID;
10. Total Charge; and,
11. SR Number.

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

**B.5.1.1.3 Adjustments**

Contractor shall provide the following components:

1. BAN;
2. Invoice number;
3. Invoice Date;
4. BTN/Circuit ID/WTN;
5. Product ID;
6. Feature Name;
7. Quantity;
8. Description – the Feature Name or explanation for the Adjustment;
9. Bill Period – the billing cycle or specific dates for which the adjustment applies;
10. Charge – the NRC or MRC Contract value for each unique Product ID; and,
11. Total Charge.

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

**B.5.1.1.4 Service Taxes & Surcharges**

Contractor shall provide the following components:

1. BAN;
2. Invoice number;
3. Invoice Date;
4. Itemized Service Taxes, Fees, Surcharges, and Surcredits (to be listed individually as identified on each Exhibit 9); and,
5. Total Charge.

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

**B.5.1.1.5 Customer Service Record (CSR)**

Contractor shall provide the following CSR elements within the monthly invoice when a move, add, or change occurs to an account:

1. BAN;

2. Bill Period – the month a move, add, change or delete occurred;
3. Invoice number;
4. Invoice Date;
5. BTN/Circuit ID/WTN;
6. The Customer's Service and identify Contractor owned equipment (e.g. managed services) associated with the BTN/Circuit ID/WTN;
7. Breakdown of the services and features that are being billed by unique Product ID;
8. Identify associated charges to each service and feature identified by unique Product ID;
9. Service location(s) of the account;
10. Billing address;
11. Additional directory listings, PIC designations, hunting order and calling plans that include monthly charges (when applicable); and,
12. Service Taxes & Surcharges applied to each of the items on the record.

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

**B.5.1.1.6 Statement of Account**

Contractor shall provide the following components:

1. BAN;
2. Invoice number(s);
3. Invoice Date(s);
4. Current charges;
5. Previous Balance – the amount reflecting any unpaid charges from the last invoice that has been carried forward to the next invoice;
6. Total Amount Due;
7. Payment(s); and,
8. Adjustments.

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

B.5.1.1.7 BAN Summary

Contractor's BAN shall provide a summary of BTN's billing on the BAN.

Contractor shall provide the following components:

1. BAN;
2. Total of Monthly Recurring charges by BTN/Circuit ID/WTN;
3. Total of Non-Recurring charges by BTN/Circuit ID/WTN;
4. Total of Monthly Adjustments by BTN/Circuit ID/WTN;
5. Total of Monthly Service Taxes, Fees and Surcharges; and,
6. Total Charges.

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

B.5.1.1.8 Legend

A table, charge, or the like listing and explaining the acronyms, symbols or codes featured within the invoice.

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

B.5.1.1.9 Remittance Slip

Contractor shall provide the following components:

1. BAN;
2. Customer Name;
3. Contract Number;
4. Invoice number;
5. Invoice Date;
6. Previous charges – the amount of last bill, payments, adjustments and unpaid balance to equal the Current Charges;
7. Payment;
8. Adjustments;
9. Current charges;
10. Total Amount Due; and
11. Invoice/Payment due date.

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

## B.5.2 INVOICE DELIVERY METHODS

The Contractor shall provide invoicing as identified below.

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

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

The Contractor may provide other means of electronic data with no additional cost to the State or Customers (e.g. text files), when mutually agreed upon.

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

### B.5.2.1 Web-Based (Paperless) Invoicing Delivery Options

The Contractor may offer Paperless Invoicing Delivery Options, which shall be accessed through the web-based application allowing Customers to view and print CALNET 3 invoices and detail online.

Customers may request:

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

The Contractor shall:

1. Provide complete instructions for Web-based Paperless Invoicing Delivery Options to CALNET 3 CMO within 60 calendar days of IFB STPD 12-001-B Contract award and to Customers prior to implementation;
2. Establish a monthly invoice email notification, which is delivered to the Customers identified email addresses;
3. Include URL or access link on the email notification directing Customers to their online invoice for viewing and printing;
4. Provide the ability for an authorized Customer to identify additional employees email addresses, allowing multiple notifications for a single BAN; and,
5. Waive late payment charges if related to delivery failure of the Paperless Invoicing Delivery Options.

The Web-based Paperless Invoicing Delivery Options will not change the required Invoice Delivery Methods in Section B.5.2 and are not in effect or to be implemented unless specifically requested by the Customer.

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

### B.5.3 INVOICING SUPPORT

The Contractor shall provide:

1. Invoice Support to Customers. Problem resolution or status update must be provided within 48 hours of initial notification;
2. A toll-free support telephone number as a single point of contact;
3. Investigation and resolution of systemic invoicing errors when they are identified;
4. Staff resources with the necessary skill levels to support invoicing services;
5. Invoice support from 8:00 a.m. to 5:00 p.m., Monday through Friday;
6. Invoice support from location(s) within the United States;
7. A designated contact to the CALNET 3 CMO to support the Billing and Invoicing Requirements, and;
8. Written notification to the CALNET 3 CMO for any variations (e.g. temporary Product Identifiers, tax errors, incorrect billing of Product Identifiers) that may affect the Customer's invoices. Notification shall be provided through email within five (5) Business Days from identification.

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

#### B.5.3.1 Customer Forums

Upon request from the CALNET 3 CMO, the Contractor shall make its representatives available to participate at user forums which include answering questions and documenting issues raised by the CALNET 3 CMO and Customer's. The Contractor shall provide a written report of the user forum that identifies Contract issues discussed and status including timeframes for issue resolution via email within five (5) Business Days.

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

### B.5.4 BILLING DISPUTES AND ADJUSTMENTS

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

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

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

Adjustments shall be posted on the next applicable invoice from date of resolution.

Escalation for dispute resolution will be directed to the CALNET 3 CMO if either party deems necessary.

Unresolved Billing Disputes exceeding one (1) year shall remove the Contractor's rights to back billing.

The Contractor shall provide an Open Disputes Report to the CALNET 3 CMO within 15 Business Days in an MS Excel 2007 or higher document with columns listing the age of the dispute in calendar days (31-45), (46-60), (61-90) and 90+, rows with dispute value ranges (0-\$5,000), (\$5,000-\$15,000), (\$15,000-\$25,000), (25,000-\$50,000) and over \$50,000, and with each cell containing the following: By IFB, Category, Customer, Quantity of open disputes and value of open disputes. The Open Disputes Report is only required upon CALNET 3 CMO request.

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

#### B.5.5 BACK BILLING AND BILLING CREDITS

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

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

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

#### B.5.6 SYSTEMIC INVOICING ERRORS

The Contractor shall provide a corrective action plan within 30 Business Days of the identified invoice discrepancy. The Contractor shall correct systemic invoicing errors within 60 calendar days of the identified invoice discrepancy unless otherwise mutually agreed upon by the CALNET 3 CMO. The Contractor shall provide the CALNET 3 CMO a list of affected Customers, dates of occurrence, resolution, and timeframes to implement resolutions and preventive measures.

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

### B.5.7 INVOICING REFUND

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

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

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

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

### B.5.8 SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS

The Contractor shall provide the CALNET 3 CMO with valid exemption certificate(s) for CALNET 3 CMO to complete on behalf of the State as identified in SOW Appendix C, Special Terms and Conditions – Telecommunications, Section T (Service Taxes, Fees, Surcharges, and Surcredits) within 30 calendar days of IFB STPD 12-001-B Contract award.

The Contractor shall provide to the CALNET 3 CMO, periodically upon request, an itemized detailed report of all service taxes, fees and surcharges that are included in its monthly invoices or subset of invoices as mutually agreed upon by the Contractor and the CALNET 3 CMO.

The Contractor shall respond to the CALNET 3 CMO within 15 Business Days from original contact date in regard to inquiries associated with Service Taxes, Fees, Surcharges and Surcredits.

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

#### B.5.8.1 Service Taxes, Fees, Surcharges and Surcredits Submission and Updates

The Contractor shall submit all applicable Exhibit 9s to the CALNET 3 CMO no later than 30 calendar days after Contract award. Additionally, the Contractor shall submit additional Exhibit 9s to the CALNET 3 CMO within 30 calendar days after the release or notification of any new law, resolution or order that imposes or allows any new service tax, fee, surcharge and surcredit that the Contractor intends to recover from the Customers, in accordance with SOW Appendix C, Special Terms and Conditions – Telecommunications, Section T (Service Taxes, Fees and Surcharges or Surcredits).

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

**B.5.8.2 Service Taxes, Fees, Surcharges and Surcredits Report**

The Contractor shall provide a report to the CALNET 3 CMO with the specifications described below:

1. File Name: C3QTAXTABL;
2. File Frequency: Quarterly, on the first Business Day of each January, April, July and October;
3. The report format shall be provided as identified below in an MS Excel 2007 document or higher; and,
4. Display updated report quarterly on the Public Website (Section B.9.1) in the following format or as determined by the CALNET 3 CMO:

**Table B.5.8.2, Service Taxes, Fees, Surcharges and Surcredits Report**

Service Type (includes features)	Regulatory or Jurisdictional Entity (e.g., FCC, CPUC, BOE, IRS, etc.)	Name of Tax, Fee or Surcharge	Description	Current Rate and URL identifying the current rate**	Effective Date	Purpose of the Tax, Fee or Surcharge	Notes and Comments	State Exempt: Yes or No
ISDN *	CPUC *	California Universal Lifeline Telephone Service Surcharge (ULTS) *	Service Surcharge (ULTS) *	1.15% * URL**	05/01/2011 *	To provide low-income households with discounted local telephone service *		

\* The contents in the second row are provided for example only.

\*\* Regulatory or Jurisdictional Entity URL that indicates current rate.

The Contractor shall provide the URL for Table B.5.8.2 to the CALNET 3 CMO and display the Service Taxes, Fees, Surcharges and Surcredits Report on the Public Website (Section B.9.1) within 60 calendar days of IFB STPD 12-001-B Contract award.

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

**B.5.9 INVOICING FRAUD**

The Contractor shall perform Fraud Detection, Monitoring and Prevention Services that are consistent with industry common “best” practices on a 24x365 basis to reduce the State’s vulnerability to fraudulent activities.

For the purpose of this Contract, Fraud is considered the theft of services for deliberate misuse of voice or data networks by perpetrators whose intention is to secure an unfair or unlawful gain. CALNET 3 Customers will not be responsible for costs of services associated with the failure of a Contractor to secure their network.

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

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

B.5.9.1 Intentionally Deleted

B.5.9.2 Fraud Prevention

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

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

B.5.9.3 Fraud Notification

In the event of suspected or real fraud violations, the Contractor shall keep CALNET 3 CMO informed. The Contractor shall:

1. Notify CALNET 3 CMO of suspected or real fraud violations within 24 hours of when such determination is made and when additional pertinent information becomes available; and,
2. Provide and deliver written Fraud Notification(s) to CALNET 3 CMO via email as identified below. Multiple notifications may occur and shall be provided and identified by a sequence number until final Fraud Incident Notification is provided.

Reporting Elements	Description
Title	Fraud Incident Notification
Date	Date in which the written notification was issued and sent to the CALNET 3 CMO
Name	Contractor Name
Subject	Identify type of Fraud detected and notification sequence number
Contents	Date and time fraud incident was detected Category and Customer(s) Affected Description of fraudulent activity; including the type of fraud, information or access that was compromised and other pertinent information
Resolution Date	Date incident was closed satisfying CALNET 3 CMO needs; to be included on Final Fraud Incident Notification
Value	Total dollars involved in Fraud Incident; to be included on Final Fraud Incident Notification
Corrective and Preventive Measures	Actions and steps taken by the Contractor to correct and prevent future incidents; to be included on Final Fraud Incident Notification

CALNET 3 CMO reserves the right to change the Fraud Notification reporting elements.

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

#### B.5.10 EXAMINATION AND AUDITS

The CALNET 3 CMO may audit any Customer's invoice for rate compliance and accuracy. Contractor shall provide access to billing information and provide a copy of any Customer's bill and supporting detail in a mutually agreed upon electronic format upon CALNET 3 CMO request without Customer's prior authorization.

The Contractor shall provide billing records within 30 calendar days of receipt of request from CALNET 3 CMO. Refer to PMAC General Provisions – Telecommunications, Section 44 (Examination and Audit) for additional requirements.

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

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

#### B.5.11 ADMINISTRATIVE FEE

The Contractor shall, on behalf of CALNET 3 CMO, bill and collect an Administrative Fee as determined by CALNET 3 CMO for all services, products or features ordered under this Contract. This Administrative Fee shall be included within the amount charged to those Customers obtaining service from the Contract. CALNET 3 CMO may consider applying percentages and/or flat rates (or a combination thereof) to services as alternative methods with the final determination made by CALNET 3 CMO. Refer to PMAC General Provisions – Telecommunications, Section 69 (Administrative Fee) for additional requirements.

The Contractor shall:

1. Incorporate Administrative Fee rates to all Contractor services as identified by CALNET 3 CMO to establish Customer rates within 30 calendar days of IFB STPD 12-001-B Contract award.
2. Per PMAC General Provisions – Telecommunications, Section 69, Administrative Fee, paragraph a, the Contractor shall remit a check or electronic funds transfer notification as payment to the California Department of Technology based on the Administrative Fees billed to Customers, no later than the end of the calendar month that is two (2) months after the month that a bill is rendered. For example, administrative fees billed for services on a January invoice shall be paid to the California Department of Technology by March 31<sup>st</sup>. The payment shall be remitted on a monthly basis at no additional cost to the State.

3. Administrative Fee checks or electronic funds transfer shall be remitted to "California Department of Technology" and shall be identified as "CALNET Administrative Fees".

California Department of Technology  
Office of Technology Service/STND  
P.O. Box 1810  
Rancho Cordova, CA 95741-1810

4. Notification of remittance of the Administrative Fee check or electronic funds transfer shall be submitted to the CALNET 3 CMO via email or other electronic means as directed by CALNET 3 CMO. Notification shall include the following:
  - a. Contract Number;  
Category;  
Subcategory;  
Contractor Name;  
Date of remittance;  
Amount of Administrative Fee; and  
Service Month
5. Adjustments to Administrative Fee monies shall be included and documented as an Adjustment on subsequent reports including those identified in the Inventory and Fiscal Management (Section B.8).

Within 60 calendar days of IFB STPD 12-001-B Contract award, Contractor shall document and provide CALNET 3 CMO with their processes for collecting, remitting, and reporting the Administrative Fee.

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

## **B.6 CONTRACTED SERVICE PROJECT WORK**

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

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

In the event the Customer is not in agreement with the Contractor and unable to determine if the Service Request qualifies as a Coordinated or Managed Project, Contractor shall contact CALNET 3 CMO for assessment and ultimate determination.

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

### B.6.1 COORDINATED PROJECT WORK

Coordinated Projects are initiated in situations where provisioning and implementation of service(s) exceed the requirements for the routine provisioning service intervals described in the IFB STPD 12-001-B Technical Requirements Provisioning SLAs. Coordinated Project Work will require the Contractor to provide a Scope of Work and tracking documentation but does not require the Contractor to assign a project manager.

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

1. Data services between five (5) and ten (10) circuits or UNI's;
2. Fiber installations for Ocx; and,
3. Where services require a level of complexity for planning and implementation.

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

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

Coordinated Project Minimum Reporting Requirements:

1. The Contractor shall develop, maintain, and update all project documents and distribute to the Customer. The Contractor shall provide to CALNET 3 CMO copies upon request;
2. The Contractor shall provide the Customer with written status reports that are updated at intervals agreed upon between the Customer and the Contractor. The status reports shall include:

- a. Project Name;
  - b. Status of major milestones;
  - c. Update on identified project risks; and,
  - d. An updated project schedule that clearly depicts progress to date.
3. The Contractor shall provide the CALNET 3 CMO with a monthly status of all active Coordinated Projects. The monthly status content will be consistent with the report elements listed in Coordinated Project Work Report (Section B.9.6.1). The status will be posted for CALNET 3 CMO review on the Contractor provided Private Oversight Website (Section B.9.2); and,
  4. Upon completion of a Coordinated Project, Contractor will remove the project status from the Private Oversight Website and incorporate the project information into the Coordinated Project Work Report (Section B.9.6.1).

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

#### B.6.2 MANAGED PROJECT WORK

Managed Projects are initiated in situations where Provisioning and implementation of service is considered to be on a larger, more complex scale and exceeds the criteria of Coordinated Project Work (Section B.6.1). The Contractor shall provide a dedicated Project Manager for all Managed Projects.

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

1. Data Service Requests exceeding 20 circuits or UNI's;
2. Locations where the State has determined consolidated service is the most efficient way to provide service to a specific community of interest;
3. New building Facilities and/or relocations;
4. Data network Migration/consolidation;
5. IVR/ACD installations; and
6. Service Requests for Individual Case Base Pricing (ICB) (SOW Appendix C, Special Terms and Conditions – Telecommunications, Section P). All Managed Projects where ICB pricing is offered require CALNET 3 CMO prior approval.

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

1. Assign a dedicated Project Manager, with knowledge of CALNET 3 terms and conditions and the State's provisioning practices for telecommunication services. The Project Manager will work and coordinate directly with the Customer. The Project Manager will be available to meet with CALNET 3 CMO upon request;
2. Respond to the Customer to discuss and/or obtain additional preliminary information regarding the project within one (1) Business Day after receipt of the Customer approved Service Request (Section B.2.5.4 – Provisioning and Implementation);

3. The Contractor's Project Manager shall meet with all stakeholders (e.g., Contractor, Customer) within five (5) Business Days of receipt of the Customer approved Service Request. The purpose of this meeting will be for the Contractor's Project Manager to clarify his/her understanding of the project scope and identify the information needed to establish due dates and develop a project schedule. Upon CALNET 3 CMO request, Contractor shall provide a copy of the Customer's Service Request(s) for review;
4. Provide a project "Scope of Work" to the Customer no more than ten (10) Business Days following receipt of Customer's approved Service Request. The Scope of Work will include:
  - a. General project summary;
  - b. Definition of each project task(s);
  - c. Project schedule of tasks with negotiated start and completion dates;
  - d. Contractual service elements (planning, applicable design, engineering, testing, termination, installation and Customer Service End-User training);
  - e. Project deliverables;
  - f. Acceptance criteria or process;
  - g. Project risk(s);
  - h. Customer required activity to prepare site for service installation; and,
  - i. A complete set of itemized CALNET 3 costs including non-recurring and monthly recurring charges.
5. The Contractor's Project Manager shall provide a copy of the Customer's Scope of Work to the CALNET 3 CMO, upon request.

Managed Project Minimum Reporting Requirements:

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

4. The Contractor shall provide the CALNET 3 CMO with a monthly status of all active Managed Project(s). The status will be posted for CALNET 3 CMO review on the Private Oversight Website (Section B.9.2) by the last day of each month in which the Managed Projects are active. The monthly status content will be consistent with the report elements listed in Managed Project Work Report (Section B.9.6.2). Upon completion of the Managed Project, Contractor will remove the project from the Private Oversight Website and incorporate the project information into the Managed Project Work Report (Section B.9.6.2).

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

## **B.7 INDIVIDUAL PRICING REDUCTIONS (IPR)**

### **B.7.1 IPR GENERAL PROVISIONS**

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

The following general provisions apply to all IPRs:

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

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

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

#### B.7.2 STANDARD IPRs

The following provisions apply to Standard IPRs:

1. The Contractor shall be allowed to reduce one (1) or more Contracted service prices for a Customer for the Term of the Contract;
2. IPRs shall be for reduced service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
3. Customer may cancel any or all services(s) subject to the Standard IPR without penalty; and,
4. The Standard IPR Service rate(s) shall continue in effect from the date of IPR approval by CALNET 3 CMO through the remainder of the Term of the Contract unless terminated earlier by Customer or CALNET 3 CMO in accordance with the terms and conditions of the Contract, or if IFB STPD 12-001-B Section B.7.1 (IPR General Provisions) #9 applies.

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

### B.7.3 DURATION IPRs

The following provisions apply to Duration IPRs:

1. The Contractor may offer individual price reductions that require term commitments;
2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the Customer;
3. Duration IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
4. The duration of a Duration IPR shall not exceed the Term of the awarded IFB STPD 12-001-B Contract; and,
5. In the event that a Customer elects to terminate Service(s) subject to Duration IPR Pricing for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to Contractor for an early termination charge. This charge shall be calculated based on the following: a) monthly difference in the original contract rate and the Duration IPR rate multiplied by the number of months the service was used under the Duration IPR; b) 10% of the original Contract Rate multiplied by the number of months used under the Duration IPR; and c) any unrecovered nonrecurring charges owed to Contractor on the date of termination.

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

### B.7.4 NON-EXEMPTION IPRs

The following provisions apply to Non-Exemption IPRs:

1. In response to non CALNET 3 Contracted vendors' proposals presented to Customers, and in accordance with the CALNET 3 CMO exemption process, CALNET 3 Contractors shall be given the opportunity to provide individual price reductions that require term commitments;
2. A minimum of three (3) CALNET 3 Contractors, unless otherwise directed by CALNET 3 CMO, shall be given the opportunity to respond. Contractors may be selected at the discretion of the Customer or under the direction of the CALNET 3 CMO;
3. IPRs shall be for reduced service pricing and term commitment only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged;
4. The duration of a Non-Exemption IPR shall not exceed the term of the Contract;
5. The Contractor shall provide a completed Non-Exemption IPR response to the Customer or CALNET 3 CMO within fifteen (15) Business Days of the Customer's or CALNET 3 CMO's Non-Exemption IPR request to the Contractor. If the Contractor's response is to not provide a Non-Exemption IPR, the Contractor must submit a formal declaration stating the Contractor will not provide a Non-Exemption IPR; and,

6. In the event that a Customer elects to terminate service(s) subject to Non-Exemption IPR Pricing for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to Contractor for an early termination charge. This charge shall be calculated based on the following: a) monthly difference in the original contract rate and the Non-Exemption IPR rate multiplied by the number of months the service was used under the Non-Exemption IPR; b) plus, 10% of the original Contract Rate multiplied by the number of months used under the Non-Exemption IPR; and c) and any unrecovered nonrecurring charges owed to Contractor on the date of termination.

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

## **B.8 INVENTORY AND FISCAL MANAGEMENT**

1. The Contractor shall provide Inventory and Fiscal Management text files and reports to the CALNET 3 CMO that allow the CALNET 3 CMO to perform the following Inventory and Fiscal Management functions:
  - a. Administrative Fee identification and validation;
  - b. Product/service rate identification and validation;
  - c. Monitor Contractor's charges to Customers;
  - d. Service taxes, fees, surcharges, and surcredits identification and validation;
  - e. Refunds and adjustments identification and validation;
  - f. Gather usage statistics on products/services;
  - g. Develop product/services expenditure reports;
  - h. Develop ad hoc reports for management and Customers;
  - i. Compile statistics on products/services from a high level to a detail level;
  - j. Develop trend reports for products/services; and,
  - k. Monitor DVBE dollars expended.
2. The Contractor shall provide all Inventory and Fiscal Management text files and reports and shall utilize the Data Management and Standardization requirements defined in Data Management and Standardization (Section B.4);
3. The Contractor shall provide the Inventory and Fiscal Management text files and reports within 60 calendar days of receipt of the Contractor's first IFB STPD 12-001-B Service Request, or prior to the Contractor's commencement of any Conversion Plan under this Contract, whichever occurs first;
4. The Contractor shall provide monthly CALNET 3 Inventory and Fiscal Management text files and reports to CALNET 3 CMO within 60 calendar days of the end of each calendar month that the services/features are provided or moved, added, changed, or deleted;
5. The Contractor shall provide ad hoc CALNET 3 text files and/or reports as requested by the CALNET 3 CMO;
6. The Contractor shall ensure Inventory and Fiscal Management text files and reports include all services provided under this CALNET 3 Subcategory relative to that reporting period;

7. Contractors who are awarded more than one (1) CALNET 3 Category or Subcategory may be allowed to comingle their required text file and report data upon approval by the CALNET 3 CMO. Approval may be modified or rescinded by the CALNET 3 CMO;
8. Data on all Inventory and Fiscal Management text files and reports shall include data from Subcontractors and Affiliates relative to that reporting period;
9. Identify non-contracted charges on the Moves, Adds, Changes and Deletes Fiscal Text File (Section B.8.1), the Fiscal Inventory Text File (Section B.8.2) and the Services Billed Text File (Section B.8.3) in the CALNET 3 column as "N";
10. Contractor shall update Inventory and Fiscal Management text files and reports to align with any changes made to the application of administrative fee charges on Contracted services. This shall be done at the request of CALNET 3 CMO, and CALNET 3 CMO must approve all changes;
11. The Contractor shall convert all data fields defined as data type "Percentage" or "Currency" in the Data Dictionary (Appendix B) to a "Decimal" value before submitting any text files;
12. The Contractor shall convert all WTNs to a ten (10) character field and strip all non-numeric data before submitting any text files;
13. The Contractor shall not include any sub-headings or subtotals on Inventory and Fiscal Management text files and reports;
14. The Contractor shall populate data fields within data records for Inventory and Fiscal Management text files and reports based on what is coded in the populate ("Pop") column in the text file or report specifications. The "Pop" column shall be coded as follows:
  - a. R – Required, this field must always be populated
  - b. A – This field is populated if it is applicable to the Service Type and Feature Name being reported
15. Contractor shall populate the "Special Pricing" column with "ICB" or "IPR", when applicable, on all Fiscal Management text files and reports;
16. The Contractor shall correct and resubmit all Inventory and Fiscal Management text files and Reports as necessary to ensure accuracy and compliance with the requirements of this Section B.8;
17. The Contractor shall receive approval from CALNET 3 CMO prior to implementing changes to the format of Inventory and Fiscal Management text files or reports; and,
18. CALNET 3 CMO reserves the right to make changes to the data fields requested in text files and reports. The Contractor shall implement these changes within 60 calendar days of notification from the CALNET 3 CMO (Sections B.4, B.8, B.9, & B.10).

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

**B.8.1 MOVES, ADDS, CHANGES AND DELETES FISCAL TEXT FILE**

The Contractor shall provide text file reporting of all Contractor’s CALNET 3 Product IDs, including both services and features, that have been moved, added, changed, or deleted during the Service Month being reported to CALNET 3 CMO on a monthly basis via text file. This file shall contain all Service Request activity that has been completed during the Service Month.

The text file shall follow the specifications described below.

1. File Name: C3MSRVMACD;
2. File Frequency: Monthly; and,
3. Data Records: the following data fields shall be included as columns on each data record in the order specified and follow data field specifications as detailed below and in the Data Dictionary (SOW Appendix B):

<b>Field Order</b>	<b>Data Field Name</b>	<b>Pop</b>
1	Service Month	R
2	Customer Code	R
3	Customer Name	R
4	BAN	R
5	BTN	A
6	Customer Billing Address 1	R
7	Customer Billing Address 2	A
8	Customer Billing City	R
9	Customer Billing State	R
10	Customer Billing Zip Code	R
11	SR Number	R
12	SR Date	R
13	Change Type	R
14	Change Date	R
15	CALNET 3	R
16	Category	R
17	Subcategory	A
18	Section Number	R
19	Service Type	R
20	Feature Name	A
21	Product ID	A
22	Transport Type	A
23	Circuit ID	A
24	WTN	A

Field Order	Data Field Name	Pop
25	Node	A
26	Service Quantity Changed	R
27	Contract NRC	A
28	Contract MRC	A
29	Special Pricing	A
30	SP Tracking Number	A
31	Admin Fee Rate	A
32	Customer MRC	A
33	Customer Service Address 1 (A)	A
34	Customer Service Address 2 (A)	A
35	Customer Service City (A)	A
36	Customer Service State (A)	A
37	Customer Service Zip Code (A)	A
38	Customer Service Address 1 (Z)	A
39	Customer Service Address 2 (Z)	A
40	Customer Service City (Z)	A
41	Customer Service State (Z)	A
42	Customer Service Zip Code (Z)	A

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

**B.8.2 FISCAL INVENTORY TEXT FILE**

The Contractor shall provide a monthly fiscal inventory of all CALNET 3 Services to CALNET 3 CMO on a text file. This text file shall include each Customer’s contracted services and features and provide current quantities and service location information. For quantities that are usage based, the quantity reported shall represent the total usage for the month being reported. The text file shall represent a snapshot of the Contractor’s total inventory on the last day of the Service Month being reported.

The text file shall follow the specifications described below.

1. File Name: C3MFISCIINV;
2. File Frequency: Monthly; and,
3. Data Records: the following data fields shall be included as columns on each data record in the order specified and follow data field specifications as detailed below and in the Data Dictionary (SOW Appendix B):

Field Order	Data Field Name	Pop
1	Service Month	R
2	Customer Code	R
3	Customer Name	R
4	CALNET 3	R
5	BAN	R
6	SR Number	R
7	Category	R
8	Subcategory	A
9	Section Number	R
10	Service Type	R
11	Feature Name	R
12	Product ID	R
13	Transport Type	A
14	BTN	A
15	Circuit ID	A
16	WTN	A
17	Node	A
18	Quantity	R
19	Unit of Measure	R
20	Contract NRC	A
21	Contract MRC	A
22	Special Pricing	A
23	SP Tracking Number	A
24	Admin Fee Rate	A
25	Customer MRC	A
26	Customer Service Address 1 (A)	A
27	Customer Service Address 2 (A)	A
28	Customer Service City (A)	A
29	Customer Service State (A)	A
30	Customer Service Zip Code (A)	A
31	Customer Service Address 1 (Z)	A
32	Customer Service Address 2 (Z)	A

Field Order	Data Field Name	Pop
33	Customer Service City (Z)	A
34	Customer Service State (Z)	A
35	Customer Service Zip Code (Z)	A

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

**B.8.3 SERVICES BILLED TEXT FILE**

The Contractor shall provide a monthly text file of the Contractor’s billed CALNET 3 Services to CALNET 3 CMO on a text file. The text file shall provide monthly billing detail for all Product IDs, including both services and features. The text file shall contain all feature components for the service listed as individual data records directly under the service. This text file shall include data for the Service Month being reported. Each change in the MRC shall be reported on a new record. When back billing for services or features appear on this text file, each Service Month being billed shall be reported on a separate data record. Partial months of service with prorated charges shall be reported on a separate data record. Charges for all Service Taxes, Fees, Surcharges and Surcredits shall be summarized and totaled in the Total Tax column. The Tax Index column shall include a reference to each of the itemized Service Taxes, Fees, Surcharges and Surcredits identified in the Service Billed Tax Detail text file Section B.8.3.1.

The text file shall follow the specifications described below.

1. File Name: C3MSRVBILL;
2. File Frequency: Monthly; and,
3. Data Records: the following data fields shall be included as columns on each data record in the order specified and follow data field specifications as detailed below and in the Data Dictionary (SOW Appendix B):

Field Order	Data Field Name	Pop
1	Service Month	R
2	Invoice Number	R
3	Invoice Date	R
4	Customer Code	R
5	Customer Name	R
6	Customer Billing Name	A
7	CALNET 3	R

Field Order	Data Field Name	Pop
8	Category	R
9	Subcategory	A
10	BAN	R
11	BTN	A
12	SR Number	A
13	Section Number	R
14	Service Type	R
15	Feature Name	R
16	Product ID	R
17	Transport Type	A
18	Circuit ID	A
19	WTN	A
20	Node	A
21	Customer Service Address 1 (A)	A
22	Customer Service Address 2 (A)	A
23	Customer Service City (A)	A
24	Customer Service State (A)	A
25	Customer Service Zip Code (A)	A
26	Customer Service Address 1 (Z)	A
27	Customer Service Address 2 (Z)	A
28	Customer Service City (Z)	A
29	Customer Service State (Z)	A
30	Customer Service Zip Code (Z)	A
31	Quantity	R
32	Unit of Measure	R
33	Service Quantity Changed	A
34	Change Date	A
35	Change Type	A
36	Contract NRC	A
37	Contract MRC	A
38	Prorated Charge	A
39	Special Pricing	A
40	SP Tracking Number	A
41	Admin Fee Rate	A
42	Admin Fee	A
43	Prorated Admin Fee	A

Field Order	Data Field Name	Pop
44	Customer MRC	A
45	Customer Prorated Charge	A
46	Total Contract NRC	A
47	Total Contract MRC	A
48	Total Prorated Charge	A
49	Total Admin Fee	A
50	Total Prorated Admin Fee	A
51	Total Customer MRC	A
52	Total Customer Prorated Charge	A
53	Total Calls	A
54	Total Minutes	A
55	Adjustments	A
56	Adjustment Description	A
57	Total Taxes	A
58	Tax Index	A
59	Total Charge	R

An example of the Services Billed Text File is provided as IFB STPD 12-001-B Business Requirements, Attachment 9 in an MS Excel file for clarity. Contractors shall provide an example of their Services Billed Text File that includes sample data to the CALNET 3 CMO for approval no more than 30 calendar days following Contract Award. The Services Billed Text file shall be a text delimited file as described in Section B.4.3.4 (Text File and Report Formats).

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

**B.8.3.1 Services Billed Tax Detail Text File**

The Contractor shall provide a monthly text file of the Contractor's billed CALNET 3 Service Taxes, Fees, Surcharges, and Surcredits to CALNET 3 CMO on a text file. The text file shall provide Itemized Service Taxes, Fees, Surcharges, and Surcredits, which shall be listed individually and indexed to the Services Billed Text File (Section B.8.3). This text file shall include data for the Service Month being reported.

The text file shall follow the specifications described below:

1. File Name: C3MSRVTAX;
2. File Frequency: Monthly; and,
3. Data Records: the following data fields shall be included as columns on

each data record in the order specified and shall follow the data field specifications as detailed below and in the Data Dictionary (SOW Appendix B):

Field Order	Data Field Name	Pop
1	Service Month	R
2	Category	R
3	Subcategory	A
4	Invoice Number	R
5	Tax Index	R
6	Tax	R
7	Tax Description	R

An example of the Services Billed Tax Detail Text File is provided as IFB-STPD 12-001-B Attachment 10 in an MS Excel file format for clarity. Contractors shall provide an example of their Services Billed Tax Detail Text File that includes sample data to the CALNET 3 CMO for approval no more than 30 calendar days following Contract Award. The Services Billed Tax Detail Text file shall be a text delimited file as described in Section B.4.3.4 (Text File and Report Formats).

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

**B.8.4 INTENTIONALLY LEFT BLANK**

**B.8.5 ADMINISTRATIVE FEE BY SERVICES TEXT FILE**

The Contractor shall provide an Administrative Fee by Services Text File to CALNET 3 CMO on a monthly basis. The report shall provide a list of all Product IDs and populate the applicable Admin Fee to each Product ID and include administrative fee billing related information for those services for the Reporting Month. Only services that are CALNET 3 contracted items (i.e., CALNET 3 flag = "Y") shall be included on this report.

The text file shall follow the specifications described below.

1. File Name: C3MADMNFEE;
2. File Frequency: Monthly; and,
3. Data Records: the following data fields shall be included as columns on each report in the order specified and follow data field specifications as detailed in the Data Dictionary (SOW Appendix B):

Field Order	Data Field Name	Pop
1	Service Month	R

Field Order	Data Field Name	Pop
2	Contract Number	R
3	Category	R
4	Subcategory	A
5	Service Type	R
6	Product ID	R
7	Quantity	R
8	Admin Fee Rate	R
9	Total Admin Fee	R

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

**B.8.6 TROUBLE TICKET AND PROVISIONING/SLA FISCAL TEXT FILE**

The Contractor shall provide a Trouble Ticket and Provisioning/SLA Fiscal Text File on a monthly basis to CALNET 3 CMO for SLA compliance oversight. The text file shall include only those trouble tickets and Service Requests resulting in SLA credits or refunds and list all services that were associated with each SLA credit or refund. The Contractor shall report all SLA rights and remedies (credits and refunds) to the CALNET 3 CMO on this text file within 90 calendar days of trouble restoration or Service Request completion.

All data will line up in one (1) row and use the column headings and data noted below.

The text file shall follow the specifications described below.

1. File Name: C3MTRTKSLA;
2. File Frequency: Monthly; and,
3. Data Records: the following data fields shall be included as columns on each data record in the order specified and follow data field specifications as detailed below and in the Data Dictionary (SOW Appendix B):

Field Order	Data Field Name	Pop
1	Service Month	R
2	BAN	R
3	BTN	A
4	Invoice Number	R
5	Invoice Date	R
6	Category	R
7	Subcategory	A
8	Customer Code	R

Field Order	Data Field Name	Pop
9	Customer Name	R
10	SLA	R
11	Service Type	R
12	Feature Name	R
13	Product ID	R
14	Quantity	A
15	Circuit ID	A
16	WTN	A
17	Ticket Number	A
18	Outage Cause	A
19	Outage Date	A
20	Ticket Open Date	A
21	Ticket Open Time	A
22	Restore Date	A
23	Restore Time	A
24	Unavailable Time	A
25	R&R%	A
26	SR Number	A
27	Change Date	A
28	Change Type	A
29	Days PD	A
30	Provisioning R&R%	A
31	Total SLA Credits	R

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

**B.8.7 DVBE ANNUAL FISCAL TEXT FILE**

If Contractor is exercising Disabled Veteran Business Enterprise (DVBE) incentives, Contractor shall provide an annual DVBE Fiscal text file to CALNET 3 CMO. The Contractor shall provide the text file to CALNET 3 CMO within 15 calendar days of the last calendar day of the reporting Fiscal Year. The text file shall include the summary information listed below for the requested 12 month reporting period.

The text file shall follow the specifications described below.

1. File Name: C3ADVBE.DAT;
2. File Frequency: Annually; and,

3. Data Records: the following data fields shall be included as columns on each data record in the order specified and follow data field specifications as detailed below and in the Data Dictionary (SOW Appendix B):

Field Order	Data Field Name	Pop
1	Service Month	R
2	Category	R
3	Subcategory	A
4	DBVE Contractor	R
5	DGS DVBE Certification Number	R
6	Total Contract Dollars	R
7	Total DVBE Dollars	R
8	Total DVBE Percentage	R

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

#### B.8.8 SMALL BUSINESS (SB) ANNUAL FISCAL TEXT FILE

If Contractor has committed to achieving Small Business (SB) participation goals, Contractor shall provide an annual Small Business Fiscal text file to CALNET 3 CMO. The Contractor shall provide the text file to CALNET 3 CMO within 15 calendar days of the last calendar day of the reporting Fiscal Year. The text file shall include the summary information listed below for the requested 12 month reporting period.

The text file shall follow the specifications described below.

1. File Name: C3ASBFSDAT;
2. File Frequency: Annually; and,
3. Data Records: the following data fields shall be included as columns on each data record in the order specified and follow data field specifications as detailed below and in the Data Dictionary (SOW Appendix B):

Field Order	Data Field Name	Pop
1	Service Month	R
2	Category	R
3	Subcategory	A
4	SB Contractor	R
5	DGS SB Certification Number	R
6	Total Contract Dollars	R
7	Total SB Dollars	R
8	Total SB Percentage	R

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

## **B.9 MANAGEMENT TOOLS AND REPORTS**

The Contractor shall provide management tools and reports to CALNET 3 CMO and CALNET 3 Customers.

1. Unless otherwise indicated by the State in this IFB, the Contractor shall utilize data management and standardization requirements as detailed in Data Management and Standardization (Section B.4) and all management tools and reports data shall utilize data management and standardization requirements as detailed in Data Management and Standardization (Section B.4); and,
2. Contractors who are awarded more than one (1) CALNET 3 Category or Subcategory may be allowed to comingle their required text file and report data upon approval by the CALNET 3 CMO. Approval may be modified or rescinded by the CALNET 3 CMO.

The Contractor's web-enabled tools shall:

1. Be accessible to CALNET 3 CMO via a secure web based application 24x365. CALNET 3 CMO will have the ability to run custom reports using a data extractable application; and,
2. Create password-protected accounts for the Private Oversight Website.

Within 45 Business Days of IFB STPD 12-001-B Contract award the CALNET 3 CMO shall establish final implementation dates for each tool and report.

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

### **B.9.1 PUBLIC WEBSITE**

#### **B.9.1.1 Public Website General Requirements**

Within 60 calendar days of IFB STPD 12-001-B Contract award, Contractor shall provide and maintain a secure Public Website available 24x365, exclusive of maintenance windows.

The Contractor shall work with CALNET 3 CMO to develop an update process which will include collaborative drafting, review, and approval of format and content between CALNET 3 CMO and the Contractor to ensure a consistent look and feel between all Contractors.

All information, data and forms must be approved by CALNET 3 CMO before being posted to the Public Website.

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

**B.9.1.2 Public Website Functionality**

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

1. Catalog B as described in IFB STPD 12-001-B Section 5.6.1 for all Categories and Subcategories awarded to the Contractor as a result of this IFB STPD 12-001-B;
2. Any modifications to the published Catalog B must occur within 10 Business Days of the modification notification from CALNET 3 CMO;
3. PMAC General Provisions – Telecommunications and amendments;
4. SOW Appendix C, Special Terms and Conditions – Telecommunications and amendments;
5. Service Level Agreements for all Categories and Subcategories awarded to the Contractor as a result of this IFB STPD 12-001-B;
6. Service Taxes, Fees, Surcharges and Surcredits Report as defined in Section B.5.8.2;
7. Customer’s frequently asked questions (FAQs) pertaining to Contractor’s product line;
8. End-User Escalation Process;
9. Link to CALNET 3 CMO website;
10. Link to CALNET.ca.gov website;
11. Link to the Contractor’s web based Billing and Invoicing application; and,
12. Link to all Contractor’s CALNET 3 Trouble Ticket and Reporting Tools via a common web page.

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

## B.9.2 PRIVATE OVERSIGHT WEBSITE

### B.9.2.1 Private Oversight Website General Requirements

Within 60 calendar days of IFB STPD 12-001-B Contract award, Contractor shall provide and maintain a secure private website with a separate URL from the Public Website that provides the CALNET 3 CMO 24x365 access to the information and tools required to perform Contract oversight.

The Contractor shall work with CALNET 3 CMO management to determine which CALNET 3 CMO staff will be provided access (User IDs) to the Private Oversight Website and the level of access to specific applications.

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

### B.9.2.2 Private Oversight Website Functionality

The Private Oversight Website shall provide access to the following for all Categories and Subcategories awarded to the Contractor as a result of this IFB STPD 12-001-B:

1. CALNET 3 CMO Ad Hoc Reports;
2. Service Level Agreement Reports (Section B.9.5);
3. Coordinated Project Work Report (Section B.9.6.1); and,
4. Managed Project Work Report (Section B.9.6.2).

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

## B.9.3 WEBSITE MAINTENANCE

The Contractor shall provide Website Maintenance to the Public and Private Oversight Website (Section B.9.2) to ensure accessibility, functionality, and accuracy of all data tools and reports. Routine Website Maintenance shall only be performed outside the business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m.

The Contractor shall notify the appointed CALNET 3 CMO contact within two (2) hours via telephone call or email notification of any emergency Website Maintenance performed during the business hours of Monday through Friday from 8:00 a.m. to 5:00 p.m.

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

#### B.9.4 TROUBLE TICKET REPORTING TOOL (TTRT)

Within six (6) months of IFB STPD 12-001-B Contract award, the Contractor shall provide a Trouble Ticket Reporting Tool (TTRT) that shall be accessible by CALNET 3 CMO and Customers. The TTRT shall be accessible 24x365 except for established maintenance windows. A separate trouble ticket shall be opened for each CALNET 3 circuit, phone number, or service issue.

The TTRT shall have the capability to partition all CALNET 3 service issues by Customer and the Contractor shall update the status of restoration activities every 60 minutes.

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

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

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

The Contractor shall provide CALNET 3 CMO with an authorization level that provides global access to view all CALNET 3 Customer trouble tickets. Providing CALNET 3 CMO individual access IDs to each Customer department is not an acceptable solution. Authorized CALNET 3 CMO staff shall have online access to view the complete trouble ticket data for six (6) months after the trouble ticket has been closed. Authorized CALNET 3 CMO staff shall have access to the complete trouble ticket historical data for 12 months after the trouble ticket has been closed upon CALNET 3 CMO request. If the Contractor archives trouble ticket data after six (6) months then historical data shall be delivered as a text file to the CALNET 3 CMO within ten (10) Business Days of request.

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

From the date of Contract award to the time the Contractor achieves compliancy of the TTRT requirements herein, the Contractor must track CALNET 3 service events in the Contractor's existing trouble ticket tool and provided available data to validate SLA compliance or provide event status upon Customer or CALNET 3 CMO request.

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

##### B.9.4.1 TTRT Minimum Information Requirements

The TTRT shall collect and provide Customers and CALNET 3 CMO access to the following data, when applicable: (Adherence to the DATA Dictionary "data type" and "format" requirement is optional for the TTRT.

1. Ticket #;

2. Customer Name;
3. Customer Contact;
4. Customer Contact Info;
5. Circuit ID;
6. Service Type;
7. Status (e.g., open, closed, hold or canceled);
8. Ticket Open Date;
9. Ticket Open Time;
10. Ticket Close Date;
11. Ticket Closed Time;
12. Customer Service Address 1 (A);
13. Customer Service Address 2 (A);
14. Customer Service City (A);
15. Customer Service State (A);
16. Customer Service Zip Code (A);
17. Reported Trouble;
18. Outage Duration;
19. Outage Cause;
20. Est. arrival date;
21. Est. arrival time;
22. Actual arrival date;
23. Actual arrival time;
24. Restore Date;
25. Restore Time;
26. Restoral Activity Performed;
27. SCC; and,
28. SCC Minutes.

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

**B.9.4.2 TTRT Main Screen Functionality**

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

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

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

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

#### B.9.5 SERVICE LEVEL AGREEMENT (SLA) REPORTS

Within 120 calendar days of IFB STPD 12-001-B Contract award, the Contractor shall provide CALNET 3 CMO with data necessary to perform SLA compliance oversight in the form of SLA reports. All trouble tickets opened and Service Request installations completed by Contractor within the first 120 calendar days of the IFB STPD 12-001-B Contract award shall appear on the initial set of SLA reports. The Contractor shall provide reports and address the SLA reports issues in accordance with the Service Level Agreements detailed in the Technical Requirements of this IFB STPD 12-001-B.

The Contractor shall keep current and post SLA Reports to the Contractor's Private Oversight Website (Section B.9.2) on a monthly basis. The reports shall be available on the Private Oversight Website in a data extractable application and shall remain 100% accessible to the CALNET 3 CMO for a minimum of one (1) year.

The Contractor shall provide network statistics or other applicable data to be used by CALNET 3 CMO to validate catastrophic outage SLA compliance, upon CALNET 3 CMO request.

The Contractor shall provide SLA Reports in Microsoft Excel or as text files as directed by CALNET 3 CMO. All final report formats shall be approved by the CALNET 3 CMO and no changes shall be made to the data fields, format or headings without prior written consent of CALNET 3 CMO.

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

##### B.9.5.1 SLA Service Performance Report

The single SLA report shall include all trouble tickets within 60 calendar days of the trouble ticket service restoral date and provide to CALNET 3 CMO. The report shall list all trouble tickets with a service restoral date occurring within the reported month, including tickets not qualifying for rebate, except as identified in #2 below. The SLA Report shall include trouble tickets for all services in all Categories and Subcategories awarded to the Contractor as a result of this IFB STPD-12-001-B.

The Contractor's SLA Service Performance Report shall:

1. Include all CALNET 3 trouble tickets in which service was restored or issues resolved within the same reporting month; and,
2. Identify all trouble tickets qualifying for SLA rights and remedies and identify the appropriate Technical SLA in accordance with the IFB STPD 12-001-B Technical Requirements SLAs. Catastrophic Outage 1, Catastrophic Outage 2, Catastrophic Outage 3 and Provisioning SLAs shall not be included in this report.

For each trouble ticket the Contractor shall provide the following information and the data fields below shall appear as columns on the report in the order specified below:

1. SLA Report Period;
2. Contractor Code;
3. Category;
4. Subcategory;
5. Ticket #;
6. Circuit ID;
7. Service Type;
8. Feature Name;
9. SLA;
10. Transport Type;
11. Customer Name;
12. Customer Service Address 1 (A);
13. Customer Service Address 2 (A);
14. Customer Service City (A);
15. Customer Service State (A);
16. Customer Service Zip Code (A);
17. Customer Service Address 1 (Z), when applicable;
18. Customer Service Address 2 (Z) , when applicable;
19. Customer Service City (Z), when applicable;
20. Customer Service State (Z), when applicable;
21. Customer Service Zip Code (Z), when applicable;
22. Ticket Open Date;
23. Ticket Open Time;
24. Restore Date;
25. Restore Time;
26. SCC;

- 27. SCC Minutes;
- 28. Outage Duration; and,
- 29. Unavailable Time.

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

#### B.9.5.2 SLA Provisioning Report

The Contractor shall provide the SLA Provisioning Report to the CALNET 3 CMO monthly that includes all Service Requests completed in the previous month for CALNET 3 services.

The Contractor's report shall indicate if the Provisioning objectives were not met in accordance with the IFB STPD 12-001-B Technical Requirements Provisioning SLAs. The Provisioning rights and remedies percentage will be identified by the Contractor as 0%, 50% or 100% credit/refund depending on the Contractor's ability to meet the SLA objective.

The SLA Provisioning Report shall include all Service Requests for all Categories and Subcategories awarded to the Contractor as a result of this IFB STPD 12-001-B. The Contractor shall ensure no duplicate Service Requests are reported in the same month or across multiple months.

For each Service Request the Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified below:

1. Provisioning Period;
2. Contractor Code;
3. Category;
4. Subcategory;
5. SR Number;
6. Change Type;
7. Circuit ID;
8. Service Type;
9. Customer Name;
10. SR Date;
11. Due Date;
12. Change Date;
13. SCC;
14. SCC Minutes;
15. Days PD;

16. SLA Applied; and,
17. Provisioning R&R %.

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

#### B.9.5.3 SLA Catastrophic Outage Report

Upon IFB STPD 12-001-B Contract award, Contractor shall provide Catastrophic Outage Reports on a per occurrence basis. A Catastrophic Outage Report shall be provided to CALNET 3 CMO within 60 calendar days of the restoral date for each Catastrophic Outage. The Catastrophic Outage Report shall show all fields listed below in one (1) row.

For each catastrophic outage event the Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified below:

1. Report Period;
2. Contractor Code;
3. Category;
4. Subcategory;
5. CAT;
6. Ticket #;
7. Circuit ID;
8. Service Type;
9. Transport Type;
10. Customer Name;
11. Ticket Open Date;
12. Ticket Open Time;
13. Restore Date;
14. Restore Time;
15. SCC;
16. SCC Minutes;
17. Unavailable Time; and,
18. R & R %.

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

## B.9.6 CONTRACTED SERVICE PROJECT WORK REPORTS

The Contractor shall provide CALNET 3 CMO with quarterly reports on the first day of each January, April, July and October for completed Coordinated and Managed Projects in MS Excel.

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

### B.9.6.1 Coordinated Project Work Report

For each coordinated project the Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified below:

1. SR Number;
2. Service Month;
3. Contractor Code;
4. Category, when applicable;
5. Subcategory, when applicable;
6. Customer Name;
7. Customer Service City (A);
8. Customer Service City (Z), when applicable;
9. SR Date;
10. Initial Date;
11. Scope of Work Date;
12. Est. Project Cost;
13. Final Project Cost;
14. Service Type(s);
15. Quantity (if applicable to service type);
16. Start Date;
17. Target Completion Date; and,
18. Completion Date.

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

### B.9.6.2 Managed Project Work Report

For each managed project the Contractor shall provide the following information and the data fields shall appear as columns on the report in the order specified below:

1. SR Number;

2. Service Month;
3. Contractor Code;
4. Category, when applicable;
5. Subcategory, when applicable;
6. Customer name;
7. Customer Service City (A);
8. Customer Service City (Z), as applicable;
9. SR Date;
10. Initial Date;
11. Scope of Work Date;
12. Est. Project Cost;
13. Final Project Cost;
14. Service Type(s);
15. Quantity (if applicable to service type);
16. Start Date;
17. Target Comp Date;
18. Completion Date;
19. Project Mgr.; and,
20. Project Mgr. Contact #.

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

## **B.10 CONVERSION**

Conversion includes Transition, Migration and Transfer scenarios. Where applicable Contractors shall prepare and deliver to the CALNET 3 CMO for State's review and approval separate Transition-In, Migration-In and Migration-Out plans to address the Conversion of services that will occur immediately following IFB STPD 12-001-B Contract award and at the end of the IFB STPD 12-001-B Contract Term for each Category or Subcategory. To the extent the Contractor deems appropriate, or as otherwise requested by the State, the Contractor shall design the Conversion Plans to use a phased-conversion strategy. The Contractor agrees to cooperate fully with the State and other Contractor(s) with planning, coordination, and implementation during all Conversion phases. The Contractor shall provide plans that will assure the State that all services will be transitioned or migrated in a timely and efficient manner.

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

The Contractor shall not implement any Conversion Plans without CALNET 3 CMO prior approval and oversight coordination.

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

#### B.10.1 CONVERSION TYPES

Conversion is defined as the process of moving existing Customer services from CALNET 2 to CALNET 3 services and the process of moving CALNET 3 services to any subsequent contracts. Conversion shall be Transition, Migration or Transfer as defined below.

##### B.10.1.1 Transition (Transition-In)

Transition applies only to a CALNET 2 incumbent Contractor and is defined as moving a Customer's existing CALNET 2 service to the same service on CALNET 3.

CALNET 2 State Customer services automatically Transition unless the incumbent Contractor receives notification to disconnect the CALNET 3 service from the Customer prior to Transition. Exempt State Agencies and local government Customers may Transition to CALNET 3 at their option.

For services Transitioned prior to six (6) months after IFB STPD 12-001-B Contract award, the new rates will begin on the Transition date.

If Customer transition is still pending six (6) months after IFB STPD 12-001-B Contract award, and if CALNET 3 rates are lower, Contractor must track and provide existing Customers credit for the difference in CALNET 2 and CALNET 3 rates. Extension of the CALNET 2 rate period shall be at the sole discretion of the CALNET 3 CMO.

**This section B.10.1.1 is applicable to incumbent Contractors only. Non-incumbent Bidders need not respond to this requirement.** See IFB Section 4.2.2.2, Business and Technical Requirements.

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

##### B.10.1.2 Migration

Migration of services shall occur under the following conditions:

1. Customer requests replacement of a service from a different Contractor;
2. Customer requests a different replacement service from the same Contractor that provided the Customer's CALNET 2 service;

3. A CALNET 3 Category or Subcategory Contract is not awarded to the incumbent CALNET 2 Contractor currently providing these services, CALNET 3 CMO may initiate a coordinated effort to move CALNET 2 Customers to CALNET 3 services; and,
4. CALNET 3 services are moved to alternate Contracts for the following reasons:
  - a. CALNET 3 Contract Term expires; or
  - b. All or a portion of CALNET 3 services are terminated in accordance with the PMAC General Provisions – Telecommunications Section 26 (Termination for the Convenience of the State) and Section 27 (Termination for Default).

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

Migration conditions 1 and 2 as identified above are subject to the provisions of Contracted Service Project Work (Section B.6).

At the sole discretion of the CALNET 3 CMO and on behalf of State Agencies the State may choose to migrate certain services and Customers to replacement services or different Contractors during the Contract Term.

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

#### B.10.1.3 Transfer between Modules

Transfers occur due to a failure on the part of a Contractor. When a Customer has Transitioned or Migrated to a CALNET 3 service but the Contractor fails to implement service and/or service fails Acceptance Tests, the Customer has the option of Transferring to another CALNET 3 service and Contractor at the expense of the Contractor of the failed service.

In the event that CALNET 3 CMO determines that replacement of the failed service(s) is necessary, the Contractor of the failed service shall be responsible for Customer provisioning costs. Refer to PMAC General Provisions – Telecommunications, Section 45 (Continuing Standards of Performance for Contractor Services).

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

#### B.10.1.4 Transition-In at no Cost

This Section B.10.1.4 is applicable to incumbent CALNET 2 Contractors only. The entire Transition-In of services shall be provided at no cost to State and local government Customers. Non-recurring Charges shall not apply when Customers transition services from CALNET 3 to CALNET 3.

**Incumbent Bidders shall confirm their understanding that no additional costs shall be charged to the Customer for Transition-In of services.**

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

**B.10.1.5 Migration-Out at no Cost**

The entire Migration-Out of CALNET 3 services shall be provided at no cost to State and local government Customers. Non-recurring Charges shall not apply when Customers Migrate-Out from CALNET 3.

**Bidders shall confirm their understanding that no additional costs shall be charged to the Customer for Migration-Out of CALNET 3 services.**

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

**B.10.2 CONVERSION PLANS**

Conversion Plans include the Transition-In Plan, Migration-In Plan and the Migration-Out Plan as described below. The State acknowledges that many of the Conversion requirements of this Section may not be known, defined, or may not be completed until after IFB STPD 12-001-B Contract award.

The Contractor shall, to the extent possible, recommend all considerations necessary for developing and implementing successful Conversion plans.

The Contractor agrees to cooperate fully with the State and awarded incoming and outgoing Contractor(s) in planning, coordinating, and implementing the Conversion Plans. The Contractor shall participate in regular meetings with CALNET 3 CMO throughout all Conversion implementations until completion.

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

**B.10.2.1 Conversion Plan General Requirements**

The Conversion Plans for services shall be required as follows:

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

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

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

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

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

The Contractor shall coordinate and communicate with CALNET 3 CMO and Customers throughout all phases of the Conversions.

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

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

#### B.10.2.2 Transition-In Plan

CALNET 2 incumbent Contractors shall submit a Transition-In Plan explaining how the CALNET 2 incumbent Contractor intends to Transition existing CALNET 2 services to CALNET 3 services within 45 calendar days of IFB STPD 12-001-B Contract award. The State recognizes that Customer business needs, operational requirements, and/or service complexities as well as CALNET 3 CMO oversight authority may impact Transition planning and schedules.

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

The CALNET 2 incumbent Contractor's Transition-In Plan shall include the following information and describe in detail:

1. How the incumbent Contractor will work with Customers to minimize End-User impact or service interruption during Transition;
2. Steps the incumbent Contractor will take if an unscheduled service interruption occurs during the Transition of services;
3. Proposed Transition schedule that ensures timely Transition of all contracted services, invoicing, tools and reporting;
4. How the incumbent Contractor's Transition planning strategy and schedule considers:
  - a. Customer (State and local);
  - b. Customer location;
  - c. Impact on State, Customers, business and operational requirements;

- d. Service type/Category or Subcategory/technology;
  - e. Coordination and tasks due to Service complexity;
  - f. Interoperability requirements/considerations;
  - g. Service quantity considerations;
  - h. Customer special business requirements; and,
  - i. Public safety considerations.
5. Strategy for establishing agreements with Incumbent Local Exchange Carriers (ILECs) in areas open to competition as defined by the CPUC to ensure continuing end-to-end service will be provided in these areas. Agreements shall be in effect at IFB STPD 12-001-B Contract award;
  6. How services will be provided in ILEC territories closed to competition as defined by the CPUC to ensure services will continue to be provided in these areas. The description shall include billing arrangements (such as "pass-through", "meet point"), invoicing and price structure. Incumbent Contractor shall commit to establishing business relationships with these ILECs;
  7. The process for coordination and communication with the CALNET 3 CMO and Customers throughout all phases of the Transition;
  8. The processes for Transition of local government Customers subscribing to services under the Authorization to Order (IFB STPD 12-001-B Attachment 4) under CALNET 2 contract provisions. The incumbent Contractor's process shall be in accordance with IFB STPD 12-001-B Attachment 4 (Authorization to Order);
  9. The cutover process including planning, site preparation, service inventory verification, Service Request freeze, disconnect/new Service Request processes and emergency/fallback procedures;
  10. How incumbent Contractor will establish testing and service acceptance processes with Customers, when applicable;
  11. The strategy, resources, timeline and processes for converting the Customer billing from CALNET 2 to CALNET 3;
  12. The processes, procedures, and timeliness necessary to resolve billing discrepancies and reconciling billing invoices;
  13. Transition tasks dependent on State and/or Customer data or resources;
  14. A detailed Management Plan to effectively manage the Transition describing incumbent Contractor's commitment of staff resources with required skills and structure of organization to support the Transition;
  15. The process for Transitioning Administrative Fees from CALNET 2 to CALNET 3;
  16. How industry accepted project management methodology will be used throughout the Transition process; and,
  17. A list of services to be Transitioned to CALNET 3. The list shall:

- a. Cross reference CALNET 2 and CALNET 3 services by service name;
- b. Specify the quantity of services to be transitioned by service type;
- c. Identify which services require a “rate Conversion only” Transition; and,
- d. Identify which services will require a physical Transition including anticipated Customer impact or interruptions during Transition.

Transition shall be completed within 12 months after IFB STPD 12-001-B Contract award. The incumbent Contractor shall not deem Transition complete until the Customer-billing accounts for CALNET 2 services have been paid in full and CALNET 3 invoices are in compliance with Section B.5 (Billing and Invoicing).

**This section is applicable to incumbent Contractors only. Non-incumbent Bidders need not respond to this requirement.** See IFB Section 4.2.2.2, Business and Technical Requirements.

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

#### B.10.2.3 Transition-In Status Report

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

The Contractor shall provide Transition-In Status Reports in Microsoft Excel or as text files as directed by CALNET 3 CMO. All final report formats shall be approved by the CALNET 3 CMO and no changes shall be made to the data fields, format or headings without prior written consent of CALNET 3 CMO.

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

1. Customer Name;
2. Customer Code;
3. Category;
4. Subcategory;
5. Customer Service Address 1 (A);
6. Customer Service Address 2 (A);
7. Customer Service City (A);
8. Customer Service State (A);

9. Customer Service Zip Code (A);
10. Customer Service Address 1 (Z), when applicable;
11. Customer Service Address 2 (Z), when applicable;
12. Customer Service City (Z), when applicable;
13. Customer Service State (Z); when applicable;
14. Customer Service Zip Code (Z), when applicable;
15. Service Type(s);
16. Product ID;
17. CALNET 2 Product ID;
18. Circuit ID;
19. WTN;
20. BTN;
21. Node;
22. Quantity;
23. Target Transition-In Date;
24. Actual Transition-In Date;
25. Date Change Reason;
26. Transition Status;
27. Transition Percentage Complete;
28. CALNET 2 Billing Account Status; and,
29. BAN.

This Section B.10.2.3 is applicable to incumbent CALNET 2 Contractors only. Non-incumbent Bidders are not required to respond to this requirement. See IFB Section 4.2.2.2, Business and Technical Requirements.

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

#### B.10.2.4 Migration-In Plan

If the incumbent CALNET 2 Contractor is not awarded an IFB STPD 12-001-B Contract for services within these Categories or Subcategories, the State may require State agencies to migrate to a new service type and/or Contractor via a coordinated Migration-In plan. Within 30 calendar days of CALNET 3 CMO's request, non-incumbent Contractor shall provide a Migration-In Plan that describes in detail how the Contractor will coordinate and migrate select services awarded to Contractor as a result of this IFB STPD 12-001-B to CALNET 3 based on service and location information provided in IFB STPD 12-001-B Attachment 5, AT&T's current CALNET 2 environment table.

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

1. The Contractor's understanding of its role and responsibility for Migration-In;
2. How the Contractor will work with Customers to minimize End-User impact or service interruption during Migration;
3. The steps the Contractor will take if an unscheduled service interruption occurs during the Migration of services;
4. A proposed high-level Migration schedule that ensures timely Migration of all contracted services, invoicing, tools and reporting. The Contractor shall provide a detailed Migration-In Plan and schedule to CALNET 3 CMO within 30 calendar days of receipt of detailed End-User details, upon request of CALNET 3 CMO;
5. How the Contractor's Migration planning strategy and schedule considers:
  - a. Customer (State and local);
  - b. Customer location;
  - c. Impact on State, Customers, business and operational requirements;
  - d. Service type/Category or Subcategory/technology;
  - e. Coordination and tasks due to Service complexity;
  - f. Interoperability requirements/considerations;
  - g. Service quantity considerations;
  - h. Customer special business requirements; and,
  - i. Public safety considerations.
6. The strategy for establishing agreements with ILECs in areas open to competition as defined by the CPUC to ensure end-to-end service will be provided in these areas;

7. How services will be provided in ILEC territories closed to competition as defined by the CPUC to ensure services will be provided in these areas. The description shall include billing arrangements (such as “pass-through”, “meet point”), invoicing and price structure. Contractor shall commit to establishing business relationships with these ILECs;
8. The process for coordination and communication with the CALNET 3 CMO and Customers throughout all phases of the Transition;
9. The processes for Migration of local government Customers subscribing to services under the Authorization to Order (IFB STPD 12-001-B Attachment 4) under CALNET 2 contract provisions. The Contractor’s process shall be in accordance to IFB STPD 12-001-B Attachment 4 (Authorization to Order);
10. The cutover process including planning, site preparation, service inventory verification, Service Request freeze, disconnect/new Service Request processes and emergency/fallback procedures;
11. How Contractor will establish testing and service acceptance processes with Customers;
12. The strategy, resources, timeline and processes for converting the Customer billing from the incumbent invoicing of CALNET 2 to the CALNET 3 Contractor invoicing. Include processes for invoice resolution;
13. Migration tasks dependent on State and/or Customer data or resources; and,
14. A Project Management Plan to effectively manage the Migration describing Contractor’s commitment of staff resources with required skills and structure of organization to support the Migration.

The Contractor shall not deem Migration-In complete until the Customer’s services are accepted and invoices for CALNET 3 are in compliance with Section B.5 (Billing and Invoicing).

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

#### B.10.2.5 Migration-In Status Report

Upon commencement of the Migration-In Plan, the Contractor shall provide a weekly Migration-In Status Report which shall begin 60 calendar days prior to the physical migration of the first Customer site. The Report shall include all Customers to be migrated. After each individual service migration is completed and the Migration Status and the CALNET 3 Billing Account Status both achieve 100 percent completion on the Migration-In Status Report for two (2) consecutive invoicing cycles, the service line item may be deleted from the status report.

The Contractor shall provide Migration-In Status Reports in Microsoft Excel or as text files as directed by CALNET 3 CMO. All final report formats shall be approved by the CALNET 3 CMO and no changes shall be made to the data fields, format or headings without prior written consent of CALNET 3 CMO.

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

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

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

#### B.10.2.6 Migration-Out Plan

Contractor shall prepare and deliver to the State, within 30 calendar days of the CALNET 3 CMO's request, a Migration-Out Plan, for migrating services, or portion thereof, under Contract to the State's alternate service provider identified, in the event of: (a) the expiration or termination of the Term; or (b) the date a Notice of Termination is delivered pursuant to PMAC General Provisions – Telecommunications Section 26 (Termination for the Convenience of the State) or Section 27 (Termination for Default); or (c) the State's election during the Term pursuant to PMAC General Provisions – Telecommunications Section 66 (Non-Exclusive Agreement).

Contractor shall implement the Migration-Out Plan and perform all tasks identified in the Migration-Out plan in a timely manner to mitigate disruption in CALNET 3 service from Contractor to the State or State's designee. Contractor shall participate in meetings with the State and the State's alternate service provider(s) (e.g., CALNET 4) as reasonably required by the State in planning for a conversion and implementing the Migration-Out Plan. There shall be no additional cost to the State.

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

The Contractor shall provide a Migration-Out Plan within 30 calendar days of CALNET 3 CMO request. The Contractor's Migration-Out Plan shall include how the Contractor will convert services to the new contract with sufficient detail for the State's review and approval. The Contractor's Migration-Out Plan shall include and describe in detail:

1. The Contractor's understanding of its role and responsibility for Migration-Out;
2. The Contractor's commitment to continue to provide services and Contract resources under the existing terms and conditions of the Contract during Migration-Out that includes any restrictions and/or limitations;
3. An action plan that demonstrates a commitment to work cooperatively with the State and Customers in planning and coordinating the Migration-Out of services to the new contract;
4. End-User Impact (e.g., Agencies' business needs, complexity of service, services impacted by special programs, etc.);
5. Strategy for Migration of Contractor services to new contract services;
6. Strategy and commitment to work with Customers, CALNET 3 CMO and new Contractors to establish emergency or fall back processes and procedures;

7. Identification of tasks dependent upon State data or resources;
8. Structure and organization to support Migration-Out of services;
9. Identification of all CALNET 3 End-Users, service locations by street address and city, service type, circuit identification, and unique product identifier;
10. Plan for transparent Migration-Out of services to support the continued billing, collection, and remittance of Administrative Fees for services billed under the CALNET 3 Contract; and,
11. Use of industry accepted project management methodology throughout the Migration-Out process.

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

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

#### B.10.2.7 Migration-Out Status Report

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

After each individual service migration is completed and the Migration Status and the CALNET 3 Billing Account Status both achieve 100 percent completion on the Migration-Out Status Report for two (2) consecutive weeks, the service line item may be deleted from the status report.

The Contractor shall provide Migration-Out Status Reports in Microsoft Excel or as text files as directed by CALNET 3 CMO. All final report formats shall be approved by the CALNET 3 CMO and no changes shall be made to the data fields, format or headings without prior written consent of CALNET 3 CMO.

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

1. Customer Name;
2. Customer Code;
3. Category;
4. Subcategory;
5. Customer Billing Address 1;
6. Customer Billing Address 2;
7. Customer Billing City;
8. Customer Billing Zip Code;

9. Customer Service Address 1 (A);
10. Customer Service Address 2 (A);
11. Customer Service City (A);
12. Customer Service State (A);
13. Customer Service Zip Code (A);
14. Customer Service Address 1 (Z);
15. Customer Service Address 2 (Z);
16. Customer Service City (Z);
17. Customer Service State (Z);
18. Customer Service Zip Code (Z);
19. Service Type(s);
20. Product ID;
21. Circuit ID;
22. Quantity;
23. Target Migration-Out Date;
24. Actual Migration-Out Date;
25. Date Change Reason;
26. Migration Status;
27. CALNET 3 Billing Account Status; and,
28. BAN.

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

## **B.11 SERVICES TECHNICAL EVALUTION AND DEMONSTRATION PROCESS**

In the course of oversight the State is required to examine key elements of the CALNET 3 services to maintain current and long-term goals. This analysis is conducted to determine the reliability of the services and takes into consideration issues such as redundancy, diversity, interoperability, scalability, and security.

The State maintains a technical lab in Rancho Cordova, California for evaluation and demonstration of existing or potential Contract services. Upon the State's request, the Contractor shall install and maintain service interfaces and/or components. Evaluation and/or demonstration of contracted services will be at the sole discretion of the CALNET 3 CMO.

All services proposed for addition to the Contract through the amendment process shall include a technical evaluation component. This requirement is limited to service amendments that are technical in nature and deemed by CALNET 3 CMO to require evaluation. Should the State decide that further evaluation or demonstration is necessary, the proposed service will be removed from the amendment process and resubmitted for consideration upon completion of the evaluation and/or demonstration to the satisfaction of the State.

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

## **B.12 SERVICE LEVEL AGREEMENTS (SLA)**

The Contractor shall provide Service Level Agreements (SLAs) as defined below. The intent of this section is to provide Customers, CALNET 3 CMO and the Contractor with requirements that define and assist in the management of the SLAs. This section includes the SLA formats, general requirements, CALNET 3 CMO Oversight SLAs.

### **B.12.1 BIDDER RESPONSE TO SERVICE LEVEL AGREEMENTS**

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

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

### **B.12.2 CALNET 3 OVERSIGHT SERVICE LEVEL AGREEMENTS**

CALNET 3 Oversight SLAs have been established to ensure Contractor accountability and performance levels for requirements as described throughout Sections B.4 (Data Management and Standardization), B.5 (Billing and Invoicing), B.8 (Inventory and Fiscal Management) and B.9 (Management Tools and Reports).

The State’s objective is to work with the Contractor to resolve instances in which the Contractor fails to meet the CALNET 3 Oversight SLA objectives.

In the event the Contractor fails to resolve or correct the cause for the missed objective, the CALNET 3 Program Manager may commence with the following sequence of actions:

1. CALNET 3 Program Manager shall notify CPM of missed SLA objective occurrence in writing.
2. CALNET 3 Program Manager and CPM shall meet and confer to discuss alternative remedies and/or cures.
3. CALNET 3 Program Manager shall set cure period.
4. If cure is unsatisfactory, State shall invoice Contractor for the rights and remedies in accordance with the CALNET 3 Oversight SLA.

5. Contractor shall pay rights and remedies invoices within 30 calendar days of receipt or notify the State if it intends to dispute the invoice using PMAC General Provisions-Telecommunications, Section 46 (Disputes).

Cure periods described above do not apply to Section B.12.2.4 (Tools, Text files, Reports and Plans Deliverables).

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

The Contractor shall provide the following CALNET 3 Oversight Service Level Agreements:

**B.12.2.1 Administrative Fee Check or Electronic Fund Transfer Accuracy and Interval**

<b>SLA Name:</b> Administrative Fee Check or Electronic Fund Accuracy and Interval	
<b>Definition:</b> The California Department of Technology shall receive an administrative fee check or electronic fund transfer notification from the Contractor no later than the last day of the month that is two (2) months after the month that the bill is rendered in accordance with Section B.5.11 (Administrative Fee).	
<b>Measurement Process:</b> <b>Objective 1:</b> The CALNET 3 CMO shall confirm the amount remitted equals the Total Admin Fee amount for all services as summarized from the Administrative Fee by Services Text File (Section B.8.5).  <b>Objective 2:</b> The CALNET 3 CMO shall confirm that a check or notification of electronic fund transfer confirming the deposit of monthly administrative fee monies owed California Department of Technology is delivered no later than the end of the calendar month for the corresponding services billed two (2) months prior.	
<b>Tools/Reports/Application Name(s):</b> Receipt of administrative fee check or Electronic Fund transfer Notification (Section B.5.11) Administrative Fee by Services Text File (Section B.8.5)	
<b>Objective (s):</b> <b>Objective 1:</b> The Contractor shall remit the accurate amount as reported on the Administrative Fee by Services Text File (Section B.8.5).  <b>Objective 2:</b> The Contractor shall deliver an accurate amount check or electronic fund transfer notification to California Department of Technology no later than the end of the calendar month for services billed two (2) months prior.	
<b>Rights and Remedies</b>	<b>CALNET 3 CMO:</b> 0.5 percent (.5%) of total month's Administrative Fees shall be paid to California Department of Technology within 30 calendar days of the missed objective date.
	<b>Customer:</b> N/A

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

B.12.2.2 Invoicing Accuracy and Completeness

<b>SLA Name:</b> Invoicing Accuracy and Completeness	
<b>Definition:</b> Contractor shall provide detailed, accurate, complete and organized invoices for all CALNET 3 services, products, and features as required throughout Section B.5 (Billing and Invoicing) in its entirety.	
<b>Measurement Process:</b> Identification of invoice errors through review.	
<b>Tools/Reports/Application Name(s):</b> Billing and Invoicing (Section B.5)	
<b>Objective (s):</b> 100 percent invoice accuracy.	
<b>Rights and Remedies</b>	<b>CALNET 3 CMO:</b> Escalation to Contractor’s CPM or Contractor’s senior management. The Contractor shall correct invoice errors within 60 calendar days of CALNET 3 CMO notification to the Contractor of a disputed invoice.
	<b>Customer:</b> Escalation to Contractor’s Account Manager and/or Escalation to CALNET 3 CMO. The Contractor shall correct invoice errors within 60 calendar days of Customer notification to the Contractor of a disputed invoice.

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

**B.12.2.3 Report and Text File Timeliness and Accuracy (M-S)**

<b>SLA Name:</b> Report and Text File Timeliness and Accuracy											
<b>Definition:</b> Each report and Text File shall meet all requirements in accordance with Sections B.4 (Data Management and Standardization), B.8 (Inventory and Fiscal Management), B.9 (Management Tools and Reports), and B.10 (Conversion) and shall be provided to the CALNET 3 CMO on the date(s) and frequency described in the Sections identified below.											
<b>Measurement Process:</b> <b>Objective 1:</b> The CALNET 3 CMO shall confirm that the text files and reports are delivered on or before the agreed upon due dates as defined in each Section.  <b>Objective 2:</b> If text files or reports are not complete and/or accurate, CALNET 3 CMO may determine the Contractor has missed the objective date.											
<b>Tools/Reports/Application Name(s):</b>											
Service Level Agreement Reports (Section B.9.5) – all reports											
Inventory and Fiscal Management (Section B.8) – all reports and text files											
Contracted Service Project Work Reports (Section B.9.6) – all reports											
Conversion Status Reports (Section B.10.2.3, B.10.2.5 and B.10.2.7)											
<b>Objective(s):</b>											
	<table border="1"> <thead> <tr> <th>Level</th> <th>Objective</th> </tr> </thead> <tbody> <tr> <td><b>Basic (B)</b></td> <td>Deliver all reports and text files within three (3) Business Days after the mutually agreed or CALNET 3 CMO designated Delivery Dates</td> </tr> <tr> <td><b>Standard (S)</b></td> <td>Deliver all reports and text files on or before the mutually agreed or CALNET 3 CMO designated Delivery Dates</td> </tr> <tr> <td><b>Premier (P)</b></td> <td>N/A</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>Bidders Objective Commitment (B or S):</b></td> </tr> </tbody> </table>	Level	Objective	<b>Basic (B)</b>	Deliver all reports and text files within three (3) Business Days after the mutually agreed or CALNET 3 CMO designated Delivery Dates	<b>Standard (S)</b>	Deliver all reports and text files on or before the mutually agreed or CALNET 3 CMO designated Delivery Dates	<b>Premier (P)</b>	N/A	<b>Bidders Objective Commitment (B or S):</b>	
Level	Objective										
<b>Basic (B)</b>	Deliver all reports and text files within three (3) Business Days after the mutually agreed or CALNET 3 CMO designated Delivery Dates										
<b>Standard (S)</b>	Deliver all reports and text files on or before the mutually agreed or CALNET 3 CMO designated Delivery Dates										
<b>Premier (P)</b>	N/A										
<b>Bidders Objective Commitment (B or S):</b>											
<b>Rights and Remedies</b>	<b>CALNET 3 CMO:</b> \$400 for each late or inaccurate text file or report and \$100 per week thereafter for each text file or report until an accurate, complete and timely text file or report is provided by the Contractor.										
	<b>Customer:</b> N/A										

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

**B.12.2.4 Tools, Text files, Reports and Plans Deliverables**

<b>SLA Name:</b> Tools, Text files, Reports and Plans Deliverables
<b>Definition:</b> All Contractor provided tools, text files, reports and plans shall meet the mutually agreed due dates in accordance with the requirements of the Sections listed below.
<b>Measurement Process:</b> The Contractor and CALNET 3 CMO shall agree in writing to the implementation timeline dates for the tools, text files, reports and plans described in the Sections listed below. Unless otherwise specified in the Sections below, mutually agreed dates shall not exceed six (6) months following a) the IFB STPD 12-001-B Contract award date or b.) Contractor's receipt of their first CALNET 3 IFB STPD 12-001-B Service Request. Completion shall be determined by CALNET 3 CMO acceptance of the deliverable per the requirements of the IFB STPD 12-001-B or 45 days following delivery of the tools, text files, reports or plans unless deemed incomplete by CALNET 3 CMO, whichever comes first.
<b>Tools/Reports/Application Name(s):</b>
Contractor Business Plan (Section B.2.3)
Documentation for Contract Management (Section B.2.4.6)
Communication Plan – Training (Section B.2.5.5)
Service Catalog Profile Text file (Section B.4.6)
Service Taxes, Fees, Surcharges and Surcredits Report (Section B.5.8.2)
Fiscal Inventory Text file (Section B.8.2)
Service Billed Text file (Section B.8.3)
Administrative Fee by Services Text File (Section B.8.5)
Trouble Ticket/and Provisioning/SLA Fiscal Text file and Report (Section B.8.6)
Moves, Adds, Changes and Deletes Fiscal Text file (Section B.8.1)
DVBE Annual Fiscal Report (Section B.8.7)
Small Business Annual Fiscal Report (B.8.8)
Public Website (Section B.9.1)
Private Oversight Website (Section B.9.2)
Trouble Ticket Reporting Tool (Section B.9.4)
SLA Service Performance Report (Section B.9.5.1)
SLA Provisioning Report (Section B.9.5.2)
SLA Catastrophic Outage Reports (Section B.9.5.3)
Coordinated Project Work Report (Section B.9.6.1)
Managed Project Work Report (Section B.9.6.2)
Transition-In Status Report (Section B.10.2.3) (if applicable)
Transition-In Plan, as applicable (Section B.10.2.2)
Migration-In Plan, as applicable (Section B.10.2.4)
Migration-Out Plan (Section B.10.2.6)
Contractor SLA Management Plan (IFB STPD 12-001-B Technical Requirements)

**Objective (s):** All tools, text files, reports and plans shall meet the requirements in accordance with Sections B.4 (Data Management and Standardization), B.5 (Billing and Invoicing), B.8 (Inventory and Fiscal Management), B.9 (Management Tools and Reports) and B.10 (Conversion) and be 100 percent functional and accepted by the State within the mutually agreed dates.

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

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

<b>Rights and Remedies</b>	<b>CALNET 3 CMO:</b> Contractor shall pay CALNET 3 CMO \$500.00 for each tool, text file, report or plan delivered one (1) Business Day after the due date and \$250 per week thereafter until provided to, and accepted by, CALNET 3 CMO.
	<b>Customer:</b> N/A

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

B.12.2.5 Tool Availability (M-S)

<b>SLA Name:</b> Tool Availability											
<b>Definition:</b> The percentage of time a CALNET 3 tool is fully functional and available for use each calendar month.											
<p><b>Measurement Process:</b> CALNET 3 CMO shall report any service affecting tool failure or problem to the Contractor through:</p> <ol style="list-style-type: none"> <li>4. Email notification to the CPM or Contractor assigned point of contact. The start time will be based on the Customer email time stamp and the stop time will be based on email notification of resolution of the failure; or</li> <li>5. Contractor's Trouble Ticket Reporting System. The start time will be based on the opening of a trouble ticket and the stop time will be based on resolution of the failure. The tool is unusable during the time the ticket is recorded as open until notification of tools restoration.</li> </ol> <p>When CALNET 3 CMO determines the issue is not resolved, Outage Duration shall be adjusted to reflect actual Unavailable Time.</p> <p>The Availability Percentage shall be based on the accumulated total of Unavailable Time derived from all email notifications or trouble tickets closed, per calendar month per tool. The monthly Availability Percentage equals the Scheduled Uptime per month less Unavailable Time per month divided by Scheduled Uptime per month multiplied by 100. Scheduled Uptime is based on 24 x the number of days in the month.</p> <p>Stop clock conditions as described in the IFB STPD 12-001-B Technical Requirements shall apply.</p>											
<b>Tool Name(s):</b>											
Public Website (Section B.9.1)											
Private Oversight Website (Section B.9.2)											
Trouble Ticket Reporting Tool (Section B.9.4)											
<b>Objective (s):</b>											
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<b>Bidders Objective Commitment (B, S or P):</b>											
<b>Rights and Remedies</b>	<b>CALNET 3 CMO:</b> \$2,000 per month, per tool										
	<b>Customer:</b> Escalation to CALNET 3 CMO										

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