

IFB C4CVD18
FOR
CATEGORY 19
CALNET CELLULAR VOICE AND DATA SERVICES

SUBCATEGORY 19.1 CELLULAR BUSINESS SERVICES
SUBCATEGORY 19.2 FIRST RESPONDERS CELLULAR SERVICES

STATEMENT OF WORK
BUSINESS REQUIREMENTS

February 20, 2019

Addendum 6

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STATE OF CALIFORNIA
California Department of Technology
Statewide Technology Procurement
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Amendment Log

Amendment #	Date	Amendment Description
Amendment 1	05/01/2020	• Remediation Changes to support digital accessibility in accordance with department of policy • Administrative changes to delete headers and footers for remediation purposes • Replace INTENTIONAL BLANK PAGE with Amendment Log, • Clean up language to Sections C.8. • Memorialized previously agreed to language related to the Individual Price Reductions (Section C.9).
Amendment 2	1/15/2021	• Memorialized previously agreed to language related to Data Files and reporting changes. Affected Sections: C.4.3, C.4.4, C.4.5, C.5.2, C.5.3, C.5.4 and C.5.5., • Section C.2.3. Removed reference to eVAQ Section 67 due to conflict in language., • Section C.6. Item 10, Clarified language to apply to only Category 19.1.
Amendment 3	10/30/2024	• Memorialized previously agreed to language from Interim Emergency Amendment 3. Sections: C.5.2, and C.6.

SOW BUSINESS REQUIREMENTS

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SOW BUSINESS REQUIREMENTS

C.1 OVERVIEW (M)

This Section of IFB C4CVD18 provides the State's solicitation for the SOW Business Requirements associated with the SOW Technical Requirements described in Category 19, CALNET Cellular Voice and Data Services.

The Cellular Voice and Data Services will be managed on a day-to-day basis by the CALNET Contract Management and Oversight (CALNET CMO).

C.1.1 BIDDER RESPONSE REQUIREMENTS (M)

Throughout this IFB C4CVD18, Bidder is required to acknowledge acceptance of the Requirements described herein by responding to one (1) of the following:

Example A (for Requirements that require confirmation that the Bidder understands and accepts the Requirement):

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

Or,

Example B (for responses that are only applicable to Bidders who intend to bid on Subcategory 19.1 only):

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT Bidding Subcategory 19.1)

C.1.2 DESIGNATION OF REQUIREMENTS (M)

All SOW Business Requirements specified in this Section are Mandatory and must be responded to as identified in this IFB C4CVD18, Part 1, Section 3.3.2.1, *SOW Mandatory Business Requirements* by the Bidder. The Customers will have the option whether or not to order services or features included in the Contract.

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

C.1.3 PACIFIC TIME ZONE (M)

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

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

C.2 CALNET PROGRAM REQUIREMENTS

C.2.1 CONTRACTOR RESPONSIBILITIES (M)

The Contractor shall, unless otherwise specified in this IFB, ensure all SOW Business Requirements shall be met and delivered by the Contractor regardless of whether the Subcontractors or Affiliates provide services to the Customers. The Contractor shall provide all reports, tools, procedures and other Deliverables that incorporate all the Contractor, Subcontractor and Affiliate information and activity. All exceptions must be approved by the CALNET CMO in writing.

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

C.2.1.1 Marketing Requirements (M)

1. Neither the Contractor, Subcontractors nor Affiliates will express or imply any association with CALNET through their marketing nor shall they use the CALNET brand without prior written approval from the CALNET CMO;
2. Contract marketing activities shall represent and be limited to the Contractor's Subcategory; and,
3. The Contractor shall not present or sell services that are NOT available on the Contract in a manner that implies to the Customer the service will be made contractually available.

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

C.2.1.2 United States (U.S.) Based Services

C.2.1.2.1 United States Based Service Processing (M)

All of the Contractor's 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_____

C.2.1.2.2 United States Personnel Location Access Restriction (M)

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_____

C.2.1.2.3 United States Based Support Personnel (M)

All CALNET direct technical and administrative support personnel must be located within the United States or U.S. Territories.

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

C.2.1.3 Customer Proprietary Network Information (CPNI) (M)

The Contractor shall not use or share CPNI for any activity other than as permitted by applicable law and with the approval of the Customer.

The Contractor shall provide reasonable written notification to the Customer prior to the disclosure of CPNI, except where expressly authorized by the Customer. Such notification shall indicate the reason for the CPNI disclosure.

Upon the CALNET CMO's request, the 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_____

C.2.2 CONTRACTOR PROGRAM MANAGER (CPM) RESPONSIBILITIES (M)

The Contractor shall assign a Contractor Program Manager (CPM) that will be available to the CALNET CMO throughout the Contract Term along with all pertinent contact information, phone and email.

The CPM shall ensure compliance with the Contract Requirements. Responsibilities include, at a minimum:

1. The CPM shall be the CALNET CMO's primary point of contact and ensure the Contractor is compliant with all terms and conditions of this IFB C4CVD18, including technical solutions, performs administrative functions, reporting, and Contract management functions;
2. Respond within five (5) Business Days to the State's Program Manager's requests;
3. Attend regularly scheduled CALNET Executive Meetings and ad hoc meetings either in person or remotely via conference call in order to address Contract compliance or Customer service issues;
4. The Contractor must notify the CALNET CMO within five (5) Business Days of a change of status of the CPM;
5. The CPM shall be the point of contact to ensure that the resources necessary to support all of the contractual Requirements in this IFB C4CVD18 are available throughout the Contract Term; and,

6. Upon the CALNET CMO's written requests, the Contractor shall provide Contract-related information within ten (10) calendar days. An extension for time shall be at the discretion of the CALNET CMO.

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

C.2.3 Contract Program Management Performance

To ensure Contractor accountability and Contractor performance of administrative, reporting, relationship management, and contract management functions, the State has identified a list of deficiencies and charges in the table below. The State's objective is not to levy charges, but to work with the Contractor to identify and resolve performance deficiencies.

The CALNET CMO and the CPM shall exercise the provisions described in Table C.2.3, *Contract Program Management Performance Deficiency and Charges*, in resolving performance deficiency issues using the following sequence of actions:

1. CALNET CMO shall notify CPM of performance deficiency occurrence(s) in writing.
2. CALNET CMO and CPM shall meet and confer at the State's discretion to discuss alternative remedies and/or cures for example, the addition of Services and Equipment to the Contract or discontinuance of Services and Equipment to the Customer.
3. The cure period shall be 60 calendar days or two billing cycles from the date of notification, whichever is longer, unless otherwise directed by the State to allow more time for corrective actions.
4. If the Contractor continues to be noncompliant with the identified Contract performance deficiency after the cure period set by the CALNET CMO, the State may invoice Contractor for the deficiency charges detailed in Table C.2.3 (Contract Program Management Performance Deficiencies and Charges).
5. Contractor shall pay the invoice within 30 calendar days of receipt or notify the CALNET CMO within ten (10) Business Days if it intends to dispute the invoice per eVAQ Section 54, *Disputes*.

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

C.2.3.1 Contract Program Management Performance Deficiencies and Charges

Table C.2.3 below describes the deficiency and charges for Contractor's performance.

Table C.2.3, Contract Program Management Performance Deficiencies and Charges

	Deficiency	Charges
1.	Contractor sells services and/or equipment to CALNET Customers that are not available on the Contract in a manner that implies to the Customer the services or equipment are contractually available (Section C.2.1.1, Item 3).	Up to \$500 per Service Request. Charges shall occur on a single per Service Request basis and shall not incur as a per monthly charge. If a Service and/or Equipment has been identified and is in the cure process, no additional instances shall result in additional charges.
2.	Contractor fails to provide Contract related information to CALNET CMO's written request within ten (10) calendar days or within the CALNET CMO's approved extended timeframe (Section C.2.2, Item 6).	Up to \$1,000 per CMO request for information/ up to \$250 per week thereafter until Contractor's information is received by the CALNET CMO.
3.	Contractor sells services or equipment to an entity not authorized by the State. (Section C.3.2.1, <i>Customer Verification</i>). (Appendix C, Authorization to Order for Subcategory 19.1).	Up to \$500 per Service Request. Charges shall occur on a single per Service Request basis and shall not incur as a per monthly charge.
4.	Contractor fails to provide reports and contract data within the specified timeframe as defined in Section C.4 and C.5.	Up to \$1,000 per report and/or data file and \$200 per day thereafter until Contractor provides reports and contract data, as defined.

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

C.3 PROVISIONING AND PLANNING (M)

This Section describes the support responsibilities of the Contractor for activities related to the Customer's acquisition of CALNET Cellular Voice and Data Services as defined in this IFB C4CVD18. All Equipment must be new unused and supported by the Contractor at the time of purchase. Refurbished or used items will only be used for Customized Service Plans. The Contractor shall be responsible for the coordination and processing of all acquisitions for services provided by the Subcontractors and Affiliates.

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

C.3.1 GENERAL REQUIREMENTS (M)

The Contractor shall:

1. Not charge for activation fees;
2. Notify the CALNET CMO in writing within one (1) Business Day of the Contractor's receipt of the first complete Service Request for CALNET Cellular Voice and Data Services;
3. Provide technical and business resources to the CALNET CMO and to the Customers for information on pricing, features, and feature interactions/restrictions. The Contractor's staff shall be available by telephone to participate in meetings to answer questions about contracted services. The Contractor shall ensure that the Contractor's staff, including the Subcontractors and Affiliates, are trained on Contract services and are knowledgeable on Contract terms and conditions;
4. Provide a toll-free telephone number for Provisioning and status inquiries Monday through Friday, 8:00 a.m. to 5:00 p.m.;
5. Ensure charges for services cease on the Customer requested disconnect date; and,
6. Not charge to disconnect a service.

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

C.3.2 PROVISIONING AND IMPLEMENTATION

C.3.2.1 Customer Verification (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor shall:

Verify the Customer's authority to order services by verifying the information contained in the CALNET Application Management Systems (CAMS) for each Service Request for:

1. State Customers - identified as a Chief Agency Telecommunications Representative (CATR) or an Agency Telecommunications Representative (ATR);
2. Non-State Customers - identified by a fully executed Authorization to Order (ATO); (IFB C4CVD18 Appendix C, Authorization to Order – Subcategory 19.1).

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.2.2 Order Forms (M)

The Contractor shall:

Accept the following State forms in accordance with IFB C4CVD18 Part 1, *General Instructions*:

1. Equipment – State of California Standard Purchasing Authority Purchase Order STD.65
2. Service – State of California Standard Telecommunications Service Request Form 20 (STD.20)
3. Authorized Non-State Customer Purchasing Document
4. Process and complete the Customer's orders within five (5) Business Days.

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

C.3.3 LIABILITY FOR NON-AUTHORIZED PURCHASES (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor shall only accept orders or modify a Customer account as described in Section C.3.2 above for CATR/ATR or ATO designee.

The Contractor shall assume liability for costs incurred as a result of accepting an order from an unauthorized Customer.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.4 ACCEPTANCE TESTING PERIOD (M)

The Contractor must provide the Customer a 30-day acceptance period to test Equipment and coverage, commencing at the later date of either service activation or Equipment receipt. During this acceptance period the Customer may cancel service if coverage is not acceptable, i.e., consistently dropped calls, poor signal strength, call quality, or if the Equipment is not acceptable, and will incur no termination penalties.

The Customer will incur standard service charges during this acceptance period. The Contractor will provide a full refund for purchased Equipment that is returned, including return shipping costs. Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item within five (5) Business Days of the Customer notification. Once Equipment has been received and tested and does not meet the Requirements mentioned above, the Customer may utilize another Contractor.

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

C.3.5 STANDARD ORDER ACKNOWLEDGEMENT (M)

The Contractor must provide the Customer with an order acknowledgement within one (1) Business Day after receipt of order.

The order acknowledgement must include the following:

1. Equipment and or service plan purchased;
2. Customer Service Request Number/Purchase Order Number;
3. The Contractor Order Number (if applicable);
4. Authorized Ordering Customer Name; and,
5. Ship to address.

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

C.3.6 OUT OF STOCK NOTIFICATION (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor shall notify the Customer within one (1) Business Day after order acknowledgement if an item is out of stock.

The Customer shall have the option of substituting an available product or cancelling the item from the order, in which case the Contractor must provide an option to get comparable Equipment to the Customer within 15 days of the order at no additional cost.

Under no circumstance is the Contractor to make unauthorized substitutions.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.7 SHIPMENT CONFIRMATION (M)

The Contractor must provide a shipment confirmation to the Customer the day of order shipment. The shipment confirmation must contain the following information:

1. Date shipped;
2. Tracking number;
3. Customer name; and,
4. Additional information mutually agreed upon the by the Customer and the Contractor.

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

C.3.8 UNFILLED ORDERS (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor shall inform the Customer in writing of the available date of unfilled and partial shipment orders within three (3) Business Days of order acknowledgement. Unfilled orders and partial shipments shall be indicated on the packing list.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.9 ACCOUNT CHANGE/TERMINATION ACKNOWLEDGEMENT (M)

The Contractor must provide the Customer with an account change or termination acknowledgement within 24 hours of a request.

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

C.3.10 CELLULAR NUMBER PORTABILITY (M)

The Contractor shall allow the Customers with eligible phone numbers to retain their phone numbers when changing service providers and devices, or when moving a phone number from a local number wireline device to a cellular device.

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

C.3.11 WARRANTY

C.3.11.1 Equipment Warranty (M)

Equipment is covered by the manufacturer's consumer warranty that will be passed through to the Customer. The Contractor shall provide manufacturer's warranty information (terms and conditions, provider, etc.) to the Customer with all Equipment at the time of delivery. The Contractor shall work with the Customer to facilitate Equipment replacement.

Contractor shall provide the Warranties set forth in the eVAQ, Section 22, *Warranty*

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

C.3.11.2 Product Recall Notification to the CALNET CMO (M)

The Contractor shall notify the CALNET CMO and the Customers about any product recall by the Manufacturer.

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

C.3.12 SERVICE ACTIVATION, TERMINATION AND ACCOUNT CHANGES

C.3.12.1 Service Activation – New Customer – New Equipment (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor shall ship Equipment ready-for-use within five (5) Business Days of receipt of Service Request, excluding activations involving number portability.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.12.2 Service Activation – Existing Customer – Replacement/Upgrade Equipment (M)

This Requirement applies to Subcategory 19.1 only.

Replacement Equipment shall be shipped inactive, unless specified otherwise on the purchase document within five (5) Business Days, of receipt of Service Request. The Contractor shall activate service for the replacement/ updated Equipment within 24 hours of the Customer notification.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.12.3 Plan Changes Fees (M)

The Bidder agrees that there will be no change fees when a Customer changes service plans. The Bidder also agrees there will be no limits placed on the number of changes that can be made.

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

C.3.12.4 Termination (M)

The Contractor shall terminate service and complete requested plan changes within one (1) Business Day of the Customer notification or upon the Customer requested date.

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

C.3.12.5 Termination Fees (M)

The Customers may cancel service without termination fees.

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

C.3.12.6 Account Changes (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor shall make account changes and complete requested plan changes within one (1) Business Day of the Customer notification, excluding account changes involving number portability.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.13 DELIVERY (M)

C.3.13.1 Delivery Cost (M)

All prices provided shall be Free-On-Board (FOB) Destination; freight prepaid by the Contractor, except for expedites per Section C.3.13.2, *Delivery – Emergency and/or Expedite Orders*. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Customer.

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

C.3.13.2 Delivery Timeframe (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor must complete delivery of in-stock products within a maximum of five (5) Business Days after order acknowledgement.

For out of stock item, refer to Section C.3.6, *Out of Stock Notifications*.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.13.3 Delivery – Emergency and/or Expedite Orders (M)

The Contractor shall provide expedited 24 hour delivery as requested by the Customer for new, replacement and upgrade Equipment.

The Contractor may invoice the Customer an expedite charge in accordance with line items defined in the Catalog.

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

C.3.13.4 Shipped Equipment (M)

The Contractor shall provide a packing slip for all shipped orders, which includes the following:

1. The Customer name, section or unit name, location (street address building floor and room numbers;
2. Designate contact/name of ordering person if different than the Customer authorized to place order;
3. Ship to address;
4. Contractor Order number;
5. Description of items; and,
6. Additional information as mutually agreed upon by Contractor and Customer.

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

C.3.13.5 Freight-Damaged or Defective Items (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within two (2) Business Days after notification by the Customer. The Contractor will be responsible for the credit and or replacement of any freight-damaged or defective products at time of delivery. The Contractor shall not require the Customer to deal directly with the manufacturer. Additionally the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for the item's return within five (5) Business Days of the Customer notification.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.13.6 Items Shipped In Error (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor must accept returns of items shipped in error and credit the Customer for the full amount. Additionally, the Contractor shall provide the Customer with a prepaid return label or prepaid self-addressed container suitable for returning the item within five (5) Business Days of the Customer notification. Delivery of correct items will be at no cost to the Customer.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.3.13.7 Restocking Policy (M)

The Contractor shall not impose a restocking fee if an item is returned due to damage or an order shipped in error by the Contractor. The Contractor shall not impose restocking fees for exchanged items.

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

C.4 CELLULAR CONTRACT DATA REQUIREMENTS (M)

The Contractor shall adhere to the following requirements for cellular Contract data. The State reserves the right to make updates to this section to accommodate the State's reporting needs no more than annually.

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

C.4.1 DATA REPORTING REQUIREMENTS (M)

The Contractor shall meet the following Data Reporting Requirements:

1. The Contractor shall provide data that allows the State to perform the following oversight functions:
 - Identification and validation of products/services and rates;
 - Compilation of statistics on products/services from a high level to a detailed level;
 - Development of inventory and expenditure reports;
 - Development of products/services trend reports;
 - Identification and validation of the Contractor's Customer Billing (to include all charges, service taxes, surcharges, and sur-credits, refunds, and adjustments);
 - Identification and validation of the State Associated Administrative Fee (SAAF); and
 - Validation of Service Level Agreement compliance.

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

2. The Contractor shall provide the data specified below within 90 calendar days of receipt of the Contractor's first Service Request related to this IFB, or prior to the Contractor's commencement of any applicable Plan identified in Section C.10, *Conversion*, whichever occurs first. If the Contractor requires additional time beyond the 90 calendar days, the Contractor shall be allowed a six (6) month extension to meet this requirement if the Contractor provides reports of CALNET data consistent with established State of California mobility reporting as defined in previous State mobility contracts beginning with the first Service Request or commencement of Section C.10, *Conversion*, whichever occurs first.

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

3. The Contractor shall provide ad hoc reports as requested by the State at no cost to the State and acknowledge within two (2) Business Days of receipt of request to determine the time frame agreed upon between the Contractor and the State;

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

4. The Contractor shall provide monthly data files to the State within 45 calendar days of the end of each reporting period;

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

5. The Contractor shall ensure data files include all services provided under this Contract relative to each reporting period;

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

6. Data files and reports shall include data from Subcontractors and Affiliates relative to that reporting period;

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

7. The Contractor provided reports and data files shall not include data for non-contracted services, products and equipment;

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

8. Contractor shall update reports and data files reflect with any future changes made to the SAAF charges on Contracted services. This shall be done at the request of the State, and the State must approve all changes;

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

9. Contractor shall proactively correct and resubmit all inaccurate and/or incomplete reports or data files to the CALNET CMO to ensure compliance with reporting requirements within 30 calendar days of notification; and,

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

10. All data formats shall be approved by the CALNET CMO and no changes shall be made to the data fields, format, or headings within data files or reports without prior written consent of the CALNET CMO.

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

C.4.2 DATA EXCHANGE

The Contractor shall support the data exchange methods described below for standardized data files and reports. The method of data exchange for standardized data/reports shall be one of the following as agreed upon between the Contractor and the State.

1. CAMS File Upload Process

The CALNET Automated Management System (CAMS) (Link: [CAMS](#)) is an application the State uses for specific Oversight needs and Contractor Management of the CALNET contract. CAMS includes a file upload process for Contractors to use as a method of delivery of data to the State. For data that the State request be uploaded to CAMS, Contractors shall be required to use the CAMS File Upload User Interface (UI) to submit their data (zipped text files) to the State. Instructions on using CAMS will be provided separately as part of the CAMS Reference Guide.

2. Other Methods of Exchange

As requested by the State, the Contractor shall provide CALNET data and reports through private portal, secured email, encrypted USB drive, Secured File Transfer Protocol or other media sources.

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

C.4.3 DATA FILE LABELING CONVENTION

Unless requested otherwise, the Contractor shall use the following Data File Labeling Convention on all reports defined within Section C.5, *Cellular Data Files and Reports*:

Data Item	Chars	Description
Con	2	Unique Contractor Code assigned to the Contractor and provided by the CALNET Program
underscore	1	" "
cyc	2	Two character cycle assigned by the CALNET Program to represent the phase of CALNET Procurement that the contract is a part of Example: C4
underscore	1	" "
reportname	10	The report name as defined within each report specification <u>Examples</u> MCELLEQUIP MCELLSVSUM MCELLADFEE
mmddyyyy	8	File Creation Date (the date the report was completed)
.ext	varies	File Extension identifying the file format (file format is defined within each specific report specifications) <u>Examples</u> "txt" – delimited text file "zip" – zipped file "xlsx" – Microsoft Excel file "accdb" – Microsoft Access file

FORMAT: Con cyc_reportnamemmddyyyy.ext

EXAMPLE: 14_C4_MCELLEQUIP08012018.ZIP

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

C.4.4 Data File Structure and Data Formatting

The Contractor shall meet the following requirements:

1. Data files shall be formatted with all data fields delimited by pipes ("|") (on both header and data records);

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

2. When requested, Reports shall be provided in MS Excel, MS Access, or other format, as defined and requested by the CALNET CMO;

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

3. All records in data files (including the header record) shall end with a <CR><LF>, except the trailing or last record;

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

4. The first record of each data file or report shall be a required header record that labels the columns using the field order and data field names as detailed in the Data Record Definition for each data file or report

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

5. Data records shall immediately follow the header record. The formatting of data records shall be defined within the individual Data Record Definition for each data file or report;

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

6. The Contractor shall not include any subheadings or subtotals on data files and reports, unless requested by the CALNET CMO;

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

7. Data fields defined as data type "Percentage" or "Currency" shall be converted to a "Decimal" value before submitting to the CALNET CMO, unless otherwise directed by the CALNET CMO;

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

8. Data fields that are left blank shall contain a delimited placeholder; and,

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

9. Data fields shall be populated based on what is coded in the "populate" ("Pop") column of the Data Record Definition for each data file or report. The "Pop" column is coded as follows:

POP	Description
R	REQUIRED: Field must always be populated
A	IF APPLICABLE: Field must be populated if it is applicable to the Service Type and Feature Name

POP	Description
N	Field shall never be populated for the specified scenario

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

C.5 CELLULAR DATA FILES AND REPORTS

C.5.1 CUSTOMER IDENTIFIER DATA

The Contractor shall provide the data files and reports specified below within 90 calendar days of receipt of the Contractor's first Service Request related to this IFB, or prior to the Contractor's commencement of any applicable Plan identified in Section C.10, *Conversion*, whichever occurs first. If the Contractor requires additional time beyond the 90 calendar days, the Contractor shall be allowed a six (6) month extension to meet this requirement if the Contractor provides reports of CALNET data consistent with established State of California mobility reporting as defined in previous State mobility contracts beginning with the first Service Request or commencement of Section C.10, *Conversion*, whichever occurs first.

The Contractor shall populate Data Files and Reports with Customer Identifier Data. The data shall include Customer Names, Customer Codes, and assigned Sector and Subsector. The Customer Identifier Data will be provided by the CALNET CMO.

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

C.5.2 Service BILLED Summary Data

Filename: MCELLSVSUM

File Frequency: Monthly

File Format: Pipe "|" delimited text file (zipped)

File Description: The Contractor shall provide CALNET Cellular Business Voice and Data Services and Equipment summary billing information for all CALNET Cellular Business Voice and Data services to the CALNET CMO as a data file. The Services Billed Summary Data shall include the following as applicable:

- Criminal Justice Information Services Compliance Solution
- Push-To-Talk solution
- Cellular Building Amplification Services
- Voice and Text Service Plan for Basic Phones
- Voice, Text and Data Service Plans
- Data Only Service Plans

- Machine-to-Machine and Internet of Things (M2MIoT) Service Plans
- Domestic to International Calling and Messaging Services
- International Roaming
- Suspend Service Plan
- Customized Service Plans
- Equipment
- Expedite Fees

The data file shall be driven by the Charge Type. Charge Types are listed below.

Charges	
Charge type	Charge Description
NRC	Non-recurring charge
MRC	Monthly recurring charge
USG	Usage
PRC	Prorated charge (PRC may be reported as an MRC where Contractor reporting does not differentiate between an MRC and PRC)
ADJ	Adjustment
TAX	Tax Charge

The data file shall contain all feature components for the service listed as individual data records directly under the service, and shall include data for the Service Month being reported.

- Each charge shall be reported on a new record.
- Back billing for services or features shall be reported as a separate data record for each Service Month.
- Partial months of service with prorated charges shall be reported as a separate data record (prorated charges may be reported as monthly recurring charges where Contractor reporting does not differentiate between MRC and PRC).

State Associated Administrative Fee (SAAF) Charges: SAAF charges shall be reported on the Services Billed Summary Data file using the following options:

Option 1 – When the SAAF is a separate charge on the Invoice (per IFB C4CVD18 SOW Business Requirements, Section C.8 State Associated Administrative Fee (SAAF) and Section C.6 Billing and Invoicing), the Contractor shall present the SAAF on the Services Billed Summary Data file as SAAF data records, with each SAAF charge reported as a separate data record. SAAF shall be populated as follows for the fields listed below:

- CALNET Flag: populate with “A”

- Charge Type: populate with either "TAX" or "ADJ"
- Charge Amount: populate with the SAAF from the invoice
- Product ID: populate with "SAAF"
- Feature Name: populate with "State Associated Admin Fee"
- Description: populate with "State Associated Admin Fee"

Option 2 – When SAAF charges are included in the Contractor's service rate on the invoice, the Contractor shall report the SAAF on the Services Billed Summary Data file at the Product ID data record level (per the Data Record Definition - see table below).

CALNET Flag: The CALNET Flag field will be used to indicate the following:

- For data records where Charge Type not equal to "TAX" or "ADJ", indicates if the Service or Feature is a CALNET product and populate with "Y" or "N"
- For data records where Charge Type equal "TAX", indicates if the charge is a SAAF (populate with "A") or other tax/surcharge (populate with "T")
- For data records where Charge Type equal "ADJ", indicates if the charge is a SAAF (populate with "A") or other tax/surcharge (populate with "T") ELSE indicates if the Service or Feature is a CALNET product (populate with "Y" or "N")

Data Record Definition: 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. **(NOTE: the POP requirements are defined separately for this file as the requirements that a field be populated change based on the Charge Type).**

Field Order	Data Field Name	Description	Max Value	MCELLSVSUM Data Type and Format
1.	Contractor Code	A unique identifier assigned to each CALNET Contractor and provided by the CALNET CMO.	2 chars	Text
2.	Service Month	The calendar month the service and/or feature is provided or added, changed, or deleted, OR for SAAF, the calendar month the SAAF is billed or remitted to the State.	7 chars	Date MM/YYYY

Field Order	Data Field Name	Description	Max Value	MCELLSVSUM Data Type and Format
3.	Contract ID	The Contract agreement number issued on the form STD 213 for each Contractor.	30 chars	Text
4.	Service Offering	An acronym assigned by the CALNET CMO to represent the Service Offering.	10 chars	Text <u>Example:</u> CELL
5.	Customer Code	Unique identifier for the Customer as provided by the CALNET CMO.	5 digits	Number <99999> Must include leading zeros Example: 00028
6.	Customer Name	Customer name as identified and provided by the CALNET CMO.	250 chars	Text
7.	Sector	The Customer's sector of government as provided by the CALNET CMO.	20 chars	Text <u>Example:</u> State
8.	Subsector	The Customer's subsector of government as provided by the CALNET CMO.	25 chars	Text <u>Example:</u> Executive
9.	BAN	A unique Billing Account Number used to designate a Customer or Customer location that is billed.	50 chars	Text
10.	BTN	A telephone number for the account billed or a sub-account identifying the party that is billed for the call or service.	50 chars	Text
11.	Invoice Number	The unique number assigned to the invoice.	30 chars	Text The unique number assigned to the invoice

Field Order	Data Field Name	Description	Max Value	MCELLSVSUM Data Type and Format
12.	Invoice Date	The date the invoice was issued to the Customer.	10 chars	Date MM/DD/YYYY
13.	Equipment Type	The type of equipment the monthly service or feature is being used for.	50 chars	Text Equipment Types: Basic Mobile Phone, Smartphone, Mobile Hotspot Device, Tablets with SIM Cards, Accessories
14.	Subcategory	CALNET Subcategory number from which the service has been procured.	4 digits	Numeric (M, D) Where <M> is the maximum number of digits (2) and <D> is the maximum number of digits to the right of the decimal point (2) <u>Examples:</u> 19.1, 19.2
15.	Section Number	The number of the service grouping as defined in each table heading of the Contractor's CALNET Catalog.	50 chars	Text
16.	Service Type	The name of the service grouping as defined in each table heading of the Contractor's CALNET Catalog.	500 chars	Text
17.	Product ID	A unique Contractor-defined code specific to the service or feature as included in the Contractor's CALNET Catalog.	50 chars	Text
18.	Feature Name	The Feature Name as included in the Contractor's CALNET Catalog.	500 chars	Text
19.	Charge Type	A 3 character acronym assigned to the type of charge being reported on the row of data.	5 chars	Text Charge Types: NRC, MRC, USG, PRC, ADJ, TAX

Field Order	Data Field Name	Description	Max Value	MCELLSVSUM Data Type and Format
20.	Charge Amount	The amount charged to the customer per the charge type. This is the Contractor's rate as defined in Catalog A (the raw rate) and does not include the State Associated Administrative Fee (SAAF).	20 digits	Numeric (M, D) Where <M> is the maximum number of digits (20) and <D> is the maximum number of digits to the right of the decimal point (4) and <D> varies 2 to 4 digits Strip "\$" Example: \$15.95 converts to 15.95
21.	Description	A description of the charge type being reported on the row of data.	150 chars	Text IF Charge Type equals "TAX" THEN populate with the itemized Tax Description
22.	Product SAAF	The State Associated Administrative Fee (SAAF) rate multiplied by the Contractor's rate for the charge type for the specified Product ID. Populate with 0.0000 if SAAF are not associated to the charge type for the Product ID	20 digits	Numeric (M,D) Where <M> is the maximum number of digits (20) and <D> is the maximum number of digits to the right of the decimal point (4) (Unrounded to 4 decimal places including trailing zeros) Strip "\$" Example: \$15.95 convert to 15.9500
23.	Unit of Measure	Unit of Measure for the Product ID as published on Contractor's CALNET product catalog.	50 chars	Text
24.	Quantity	Total number of billable units for the specified Product ID	30 digits	Numeric (M, D) Where <M> is the maximum number of digits (30) and <D> is the maximum number of digits to the right of the decimal point (2)

Field Order	Data Field Name	Description	Max Value	MCELLSVSUM Data Type and Format
25.	CALNET Flag	For data records where Charge Type not equal to "TAX" or "ADJ", CALNET Flag indicates if the Service or Feature is a CALNET product ("Y" or "N") Flag that indicates if the Service or Feature is CALNET product. For data records where Charge Type equal to "TAX", CALNET Flag indicates the charge is a SAAF ("A") or other tax/surcharge ("T") populate CALNET Flag with "T". For data records where Charge Type equal to "ADJ", CALNET Flag indicates if the charge is a SAAF ("A") or other tax/surcharge ("T") ELSE indicates if the Service or Feature is a CALNET Product ("Y" or "N").	1 char	Text CALNET Flag "A", "T", "Y", or "N" IF SAAF data record THEN populate with "A" ELSE If Charge Type equals "TAX" THEN populate with "T" ELSE If Charge Type equals "ADJ" and an adjustment is made to taxes, then populate with "T" ELSE IF Product ID exists in the Contractor's Service Catalog THEN populate with "Y" ELSE Populate with "N"
26.	Field 1	Place holder for future meta data if needed.	10 chars	Text
27.	Field 2	Place holder for future meta data if needed.	25 chars	Text
28.	Field 3	Place holder for future meta data if needed.	50 chars	Text
29.	Field 4	Place holder for future meta data if needed.	100 chars	Text
30.	Field 5	Place holder for future meta data if needed.	250 chars	Text

POP value (based on Charge Type)							
Field Order	Data Field Name	NRC	MRC	USG	PRC	ADJ	TAX
1.	Contractor Code	R	R	R	R	R	R
2.	Service Month	R	R	R	R	R	R
3.	Contract ID	R	R	R	R	R	R
4.	Service Offering	R	R	R	R	R	R
5.	Customer Code	R	R	R	R	R	R
6.	Customer Name	R	R	R	R	R	R
7.	Sector	R	R	R	R	R	R
8.	Subsector	R	R	R	R	R	R
9.	BAN	R	R	R	R	R	R
10.	BTN	A	A	A	A	A	A
11.	Invoice Number	R	R	R	R	R	R
12.	Invoice Date	R	R	R	R	R	R
13.	Equipment Type	R	R	R	R	A	A
14.	Subcategory	R	R	R	R	R	R
15.	Section Number	R	R	R	R	A	A
16.	Service Type	R	R	R	R	A	A
17.	Product ID	R	R	R	R	A	A
18.	Feature Name	R	R	R	R	A	A
19.	Charge Type	R	R	R	R	R	R
20.	Charge Amount	R	R	R	R	R	R
21.	Description	A	A	A	A	A	R
22.	Product SAAF	R	R	R	R	A	N
23.	Unit of Measure	R	R	R	R	A	A
24.	Quantity	R	R	R	R	A	N
25.	CALNET Flag	R	R	R	R	R	R
26.	Field 1	A	A	A	A	A	A
27.	Field 2	A	A	A	A	A	A
28.	Field 3	A	A	A	A	A	A
29.	Field 4	A	A	A	A	A	A
30.	Field 5	A	A	A	A	A	A

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

C.5.3 AD HOC REPORTS

Filename: To be provided by the CALNET CMO at the time of the request.

File Description: The Contractor shall provide ad hoc reports as requested by the State at no cost to the State and acknowledge within two (2) Business Days of receipt of request to determine the time frame agreed upon between the Contractor and the State.

File Format: Reports shall be provided in MS Excel, MS Access, or other format, as defined by the CALNET CMO at the time of request.

Data Record Definition: The data record definition shall be defined upon request and include the required data fields, order of each data field, and the report format.

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

C.5.4 CUSTOMER NUMBERING CONVENTIONS (M)

The Contractor shall use the most current version of the State maintained and provided list of Customer Names and Customer Identifiers for reporting. Customer Names and Customer Identifiers shall be used on all reports as directed by the CALNET CMO.

The CALNET CMO will notify the Contractor when updates are made to Customer Names and Customer Identifiers.

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

C.5.5 DATA RETENTION (M)

All CALNET data and reports shall be retained and maintained by the Contractor in a secure environment for the periods identified in the eVAQ, Section 51, *Examination and Audit*.

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

C.5.6 SAAF ROUNDING PROCESS

The Contractor shall work with the State to develop a plan to define a two-digit rounding process when applying the SAAF to ensure accurate charges are collected.

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

C.6 BILLING AND INVOICING (M)

The Contractor shall provide billing and invoicing as specified below within 90 calendar days of receipt of the Contractor's first Service Request related to this IFB, or prior to the Contractor's commencement of any applicable Plan identified in Section C.10, *Conversion*, whichever occurs first. If the Contractor requires additional time beyond the 90 calendar days, the Contractor shall be allowed a nine (9) month extension to meet these requirements as long as the Contractor invoices the Customer for CALNET Services, rates and SAAF utilizing billing and invoicing formats consistent with Contractor's established State of California mobility billing and invoicing system used in previous State mobility contracts.

To ensure timely payment, the Contractor shall provide accurate monthly invoices to the Customers and provide a breakdown and explanation of all charges as specified throughout this Section. The Contractor shall integrate the Subcontractor's and Affiliate's billing data into the Contractor's Billing and Invoicing system. With the coordination and consolidation of invoices, the Contractor, its Subcontractors and Affiliates will establish processes and procedures to avoid errors. Payments to the Contractor will only be issued for receipt of the Customer validated and approved invoices.

The Contractor shall:

1. Provide a unique Product Identifier for each standardized service plan (as defined in Section 19.1.2.2 and 19.2.3.2), not including overage charges or other Peripheral Billable Items, to appear on the Customer's invoices as identified in the Catalog; "Peripheral Billable Items" shall mean additional charges related to the use of services that result from: 1) elective, end-user initiated actions such as downloads or pay-to-use services; 2) add-on feature charges, 3) cellular building amplification services fees/charges, and 4) unsolicited contract fees as set forth in Section 19.1.2.2 and 19.2.3.2, as may be amended from time to time upon mutual agreement of the parties.
2. Maintain a secure password protected web-based Billing and Invoicing application which delivers integrated monthly invoices to the Customers including services provided by the Contractor, its Subcontractors and Affiliates;
3. Provide within the Billing and Invoicing application the ability to download/export data into PDF or MS Excel 2013 or newer version document;
4. Generate monthly invoices to the Customers that are accurate and provide sufficient data for the Customers to validate and reconcile;
5. Distribute invoice(s) to authorized Customers within 15 calendar days of the end of the monthly billing cycle;
6. Utilization of the Customer Naming Conventions described in Section C.4, *Cellular Contract Data Requirements*;
7. Itemize all charges by Product Identifiers for each standardized service plan (as defined in Section 19.1.2.2 and 19.2.3.2), not including overage charges or other Peripheral Billable Items. Monthly Recurring Charges, Non-Recurring Charges, and Adjustments must be itemized and shall not be comingled;

8. Identify late payment charges on the invoice and upon request provide proof that the late payment charge is valid;
9. Provide a Uniform Resource Locator (URL) for the Billing and Invoicing application;
10. **For Category 19.1 only:** Accept CAL-Card as an optional payment mechanism for one-time non-recurring charges only. Form STD.65 is required even when the ordering department chooses to pay the Contractor via CAL-Card. Accept CAL-Card invoices separately. The CAL-Card invoice must itemize charges, and show a balance of zero dollars (\$.00) to reflect credit card payment;
11. Invoice in arrears. The State is only authorized to pay for services that have been rendered as stated in SAM 8422.1 and SCM Volume 3 – 9.A2.0;
12. The Contractor shall not apply SAAF to non-CALNET contracted charges; and,
13. The SAAF shall appear on the customer invoice as mutually agreed to by the CALNET CMO and the Contractor. The Contractor shall have the option when invoicing CALNET services to include the SAAF in the service rate or itemize the SAAF separately.

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

C.6.1 Invoice Content Requirements (M)

Invoice content will vary depending on the type of service. Invoices shall include data as defined below for a Customer to validate charges and for the invoice to pass an audit. Minimum invoice content Requirements are listed below:

1. Content for Initial Invoice Page
 - a. Contractor's Name and/or Logo;
 - b. Billing Account Number (BAN) or equivalent;
 - c. Invoice Number;
 - d. Invoice Date;
 - e. Current Charges;
 - f. Previous Balance – the amount reflecting any unpaid charges from previous invoice(s) that has been carried forward;
 - g. Total Amount Due;
 - h. Payment(s);
 - i. Payment Due Date;
 - j. Adjustments; and,
 - k. Toll-Free Support Line.
2. Content for Non-Recurring Charges (NRC)
 - a. Ability to verify Activation Date (if applicable); and,
 - b. Service Request Number or equivalent, when available.

3. Content for Remittance Slip
 - a. Contractor's Name;
 - b. Remittance Address;
 - c. Invoice Number;
 - d. Invoice Date;
 - e. Current Charges;
 - f. Total amount Due; and,
 - g. Payment Due Date.
4. Additional Required Invoice Content (if applicable)
 - a. BTN, WTN or equivalent;
 - b. Feature Name;
 - c. Quantity;
 - d. Billing Period – The billing cycle for which the MRC applies;
 - e. Charge – the MRC for each Product ID;
 - f. Usage Charge – to include Call Detail Record if applicable;
 - g. Adjustments; and
 - h. Itemized Taxes, Fees and Surcharges – provided at the BTN (or equivalent) level.

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

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

C.6.2 INVOICE DELIVERY METHODS (M)

The Contractor shall provide invoicing as identified:

1. Web-based (Paperless) - secure password protected; or,
2. Paper – double side 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., data files), when mutually agreed upon.

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

C.6.3 INVOICING SUPPORT (M)

1. The Contractor shall provide to the Customers:
 - a. Invoice Support including problem resolution and status updates within 48 hours of initial notification;
 - b. A toll-free support telephone number;
 - c. Invoice support from 8:00 a.m. to 5:00 p.m., Monday through Friday from representative with knowledge to support invoicing; and
 - d. Invoice support location(s) within the United States.
2. The Contractor shall provide to the CALNET CMO:
 - a. A designated contact for Billing and Invoicing to support the Billing and Invoicing Requirements; and,
 - b. Written notification to the CALNET CMO for any systemic variations (e.g., temporary Product Identifiers, tax errors, incorrect billing of Product Identifiers, fraudulent activity) that may affect the Customer's invoices. Notification shall be provided through email within five (5) calendar days from discovery.

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

C.6.4 BILLING DISPUTES AND ADJUSTMENTS (M)

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 until the dispute is resolved by both parties at which time any amount due will be paid by the Customer or adjustment shall be issued by the Contractor, consistent with the payment timelines set forth in this Agreement. All parties agree to use their best efforts to resolve disputes.

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

In the event a dispute between the Contractor and the Customer cannot be resolved, the processes described in the eVAQ Sections 68, *Set-off Rights*, and 54, *Disputes* shall prevail.

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

C.6.5 SYSTEMIC INVOICING ERRORS (M)

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

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

C.6.6 INVOICING REFUND (M)

The Contractor shall provide a refund when a credit resides on a closed account. The Customer shall not be responsible for refund initiation and the refund is to be reflected on the BAN or as mutually agreed upon by both parties.

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

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

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

C.6.7 SERVICE TAXES, FEES, SURCHARGES, AND SURCREDITS (M)

The Bidder agrees to comply with FCC, CPUC and other jurisdictional taxes, fees, surcharges and surcredits (Fees) per eVAQ Section 41, *Service Taxes, Fees, Surcharges and Surcredits*. Any addition or changes will be implemented in accordance with this section.

Taxes, Surcharges, and Surcredits should be assessed on the Contract price (Catalog A pricing) excluding the State Associated Administrative Fee (SAAF). SAAF, taxes, and surcharges that are remitted to the government and not retained by the vendor are excluded from the vendor's gross revenues. Therefore, **no taxes may be assessed on the SAAF.**

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

The Contractor shall provide the CALNET CMO with valid E911 and Federal Excise (if applicable) exemption certificate(s) for the CALNET CMO to complete on behalf of the State within 30 calendar days of Contract Award.

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

C.7 CUSTOMER SERVICES

C.7.1 CUSTOMER SERVICE REPRESENTATIVE (M)

The Contractor shall provide the Customer Service Representatives (CSRs) who shall be available for activating and terminating services, making changes to accounts, answering questions and assisting in problem resolution. The CSRs must be knowledgeable of CALNET Contract Requirements.

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

C.7.2 CUSTOMER SUPPORT AVAILABILITY (M)

This Requirement applies to Subcategory 19.1 only.

The Customer service support shall be available during regular business hours (Monday- Friday 8:00 a.m. – 4:59 p.m.). The Customer services must respond to any Customer service request within four (4) hours of notice.

The Contractor shall provide the CALNET CMO and the Customers with a toll-free number for the Customers to report service issues.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.7.3 ESCALATION PROCESS

C.7.3.1 CALNET CMO Escalation Process (M)

Within 60 calendar days of execution of this Agreement, the Contractor shall provide an Escalation Process to be used by the CALNET CMO for this Contract. The CALNET CMO reserves the right to require changes to the Escalation Process prior to approval. The CALNET CMO Escalation Process shall:

1. Include a detailed escalation hierarchy within the Contractor's organization;
2. Include the Contractor's contact information of the individual(s) with increasing responsibility who will be available to resolve Contract and service issues 24x7x365 as they are escalated within the Contractor's organization. The Contractor shall provide three (3) levels of escalation (at least one (1) level higher than the Customer escalation contacts). Contact information shall include title/responsibility, office number, cell number and email address;
3. Remain current and provided to the CALNET CMO upon request, throughout the Contract Term; and

4. Include major milestones, roles and responsibilities, Deliverables, and commitment dates as negotiated between the CALNET CMO and the Contractor.

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

C.7.3.2 Customer Escalation Process (M)

Within 90 calendar days of execution of this Agreement, the Contractor shall provide an Escalation Process to be used by the Customer and be posted on the Contractor's User Portal. The Customer Escalation Process shall:

1. Include a detailed escalation hierarchy within the Contractor's organization;
2. Include the Contractor contact information of the individuals with increasing responsibility who will be available to resolve issues 24x7x365 as they are escalated within the Contractor's organization. The Contractor shall provide at least three (3) levels. Contact information shall include title/responsibility, office number, cell number, and email address;
3. Remain current throughout the Contract Term; and,
4. Include major milestones, roles and responsibilities, Deliverables, and commitment dates as negotiated between CALNET CMO and the Contractor.

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

C.7.4 CONTRACTOR'S CALNET PUBLIC WEBSITE (M)

The Contractor may provide a CALNET Public Website. The Contractor's CALNET Public Website shall contain only information related to CALNET services awarded to the Contractor. If the Contractor elects to provide a CALNET Public Website the CALNET CMO reserves the right to review and require modification of website content that contains any reference to "CALNET".

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

C.7.5 CUSTOMER REPORTS

C.7.5.1 ZERO USAGE REPORT (M)

The Contractor shall provide a Zero Usage Report to the Customer on a quarterly basis. The report shall include a high-level summary of End-User lines that show no usage (zero minutes, zero texts, and zero data) for three (3) consecutive months.

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

C.7.5.2 ADDITIONAL REPORTS (M)

The Contractor shall provide industry standard reports to the Customers upon request.

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

C.7.6 CONTRACTOR'S PORTAL (M)

Within 120 calendar days of Contract Award, the Contractor shall provide and support a secure web-based Cellular Voice and Data Services portal for the Customers. The Contractor's portal shall provide:

1. Access to the following:
 - a. Order System;
 - b. Billing and Invoicing application; and,
 - c. Web Based Catalog.
2. 24x7x365 availability, exclusive of maintenance windows;
3. Order acknowledgement;
4. Shipment confirmation;
5. Unfilled orders;
6. Account change/termination acknowledgement; and,
7. Activation capability for In-Hand devices.

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

C.7.7 FRAUD MONITORING & PREVENTION (M)

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

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

C.8 STATE ASSOCIATED ADMINISTRATIVE FEE (SAAF) (M)

The CALNET CMO will determine the methods and amount of the State Associated Administrative Fee (SAAF). Refer to eVAQ, Section 70, *Administrative Fee*, for additional Requirements.

1. Items contained in this Contract to include SAAF will be identified by the CALNET CMO. The CALNET CMO will provide SAAF instructions within 30 calendar days of Contract Award, which will include the SAAF rate, services to which it applies and instructions for EFT payments.
2. The SAAF rate may change during the Contract Term as determined by the CALNET CMO.
3. The CALNET CMO will provide the Contractor with notice of any changes to the SAAF rate at least 60 calendar days prior to the effective date of the new SAAF rate.

The Contractor shall, in accordance with the Contract, bill and collect the SAAF from the Customers on a monthly basis throughout the life of the Contract.

1. The Contractor shall only assess and remit the SAAF, as determined by the CALNET CMO, for CALNET services obtained by Customers pursuant to the Contract.
2. The Contractor shall apply the SAAF as defined in section C.6, *Billing and Invoicing*.
3. The Contractor shall calculate the SAAF from the CALNET Catalog A pricing only.
4. SAAF shall not be calculated on or applied to any taxes, fees, surcharges, and surcredits.
5. The Contractor shall not apply any taxes, fees, surcharges, and surcredits to the SAAF.
6. The Contractor shall not apply SAAF to non-CALNET products or services.
7. The Contractor shall remit a single monthly Electronic Fund Transfer (EFT) as payment to the California Department of Technology for the SAAF billed to the Customers.
8. The Contractor shall remit the total SAAF collected for each month to the California Department of Technology no later than 60 calendar days after the billing cycle.
9. The Contractor shall provide a SAAF notification of remittance to the CALNET CMO via email or other electronic means as directed by the CALNET CMO. Notification shall include the following:
 - a. Contract Number;
 - b. Subcategory;
 - c. Contractor Name;
 - d. Date of remittance;
 - e. Amount of SAAF;
 - f. Service Month;
 - g. Total expenditures; and,
 - h. Total Amount of SAAF.
10. The Contractor shall document and report adjustments to SAAF monies as an Adjustment on subsequent reports including those identified in Section C.4, *Cellular Contract Data Requirements*.

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

C.9 INDIVIDUAL PRICING REDUCTIONS (IPR)

C.9.1 IPR GENERAL PROVISIONS (M)

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

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

1. The Contractor shall submit to the CALNET CMO an electronic copy of the signed IPR Agreement (IPRA) (Appendix B, *IPRA*) document consisting of an analysis of current Contract pricing and proposed IPR pricing within five (5) business days of Customer signature;
2. The Contractor shall complete an Appendix B, Individual Price Reduction Agreement when offering Customers pricing below the CALNET catalog rates;
3. An IPRA must be signed by the Contractor and Customer. The IPRA becomes effective on the date that it is signed by both parties, unless otherwise noted for a future date in the IPRA document;
4. All Contract requirements, terms and conditions, including Service Level Agreements, will remain unchanged. The Contractor shall not include additional requirements or terms and conditions within the IPRA;
5. No additional service taxes, fees, surcharges or surcredits will be allowed except as described in Section C.6.7, *Service Taxes, Fees, Surcharges, and Surcredits*, and the eVAQ, Section 41, *Service Taxes, Fees, Surcharges, and Surcredits*;
6. Once a Standard or Duration IPRA is approved by the Contractor and Customer, the Contractor shall not cancel or increase the reduced pricing during the Contract Term for service(s) listed, in the IPRA;
7. All approved IPRA's shall remain in effect when options to extend the Contract are exercised by the State;
8. All IPRA's shall be subject to examination and audit pursuant to eVAQ, Section 51, *Examination and Audit*;
9. The IPRA and information regarding the approved IPR service rate(s) shall be subject to the California Public Records Act;

10. Implementation of an approved IPRA does not require reduction of Contracted rate(s) for service(s), pursuant to eVAQ, Section 77, "*Most Favored Nation*" Status of State. However, if Contracted rate(s) are amended and reduce below the IPR rate(s) for such service(s), the reduced Contracted rate(s) shall automatically apply to the IPR, but the term commitments shall remain in place for Duration IPRs;
11. The Contractor shall obtain the CALNET CMO approval to automate the IPRA form before implementing any changes; and,
12. The CALNET CMO shall require the Contractor to correct any IPRA's that do not comply with the requirements of this Contract. Corrections shall be completed within 30 calendar days of the CALNET CMO written notification.

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

C.9.2 STANDARD IPRs (M)

The following provisions apply to Standard IPRs:

1. The Contractor shall be allowed to reduce one (1) or more contracted service prices for a Customer for the duration of the Contract;
2. Standard IPRs shall be for reduced service pricing only;
3. The Customer may cancel any or all services(s) subject to the Standard IPR without penalty; and,
4. The Standard IPR Service rate(s) shall continue in effect from the date the Standard IPRA is signed by both the Customer and Contractor, through the remainder of the duration of the Contract unless services are terminated earlier by the Customer or the CALNET CMO in accordance with the terms and conditions of the Contract.

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

C.9.3 DURATION IPRs (M)

The following provisions apply to Duration IPRs:

1. The Contractor may offer individual price reductions that require duration commitments. Duration IPRs shall be used to reduce pricing and establish Customer duration commitments;
2. Acceptance of any solicitation or offer from the Contractor shall be at the sole discretion of the Customer;
3. The Duration IPR service rate(s) shall continue in effect from the date the Duration IPR is signed by both the Customer and Contractor, through the remainder of the Contract Term;
4. The Customer's duration commitment shall not exceed the Contract expiration; and,

5. After the Duration IPRA duration commitment has been met, the Customer can cancel services without being subject to early termination charges. In the event that a Customer elects to terminate service(s) prior to the Customer's duration commitment date for reasons other than (1) a Contractor default, or (2) circumstances outside such Customer's reasonable control, such Customer shall be liable to the Contractor for an early termination of the Duration IPRA. The amount owed shall be calculated based on the following:
 - a. Monthly difference in the original Contract Rate and the Duration IPR rate multiplied by the number of months the service was used under the Duration IPR;
 - b. Ten percent (10%) of the original Contract Rate multiplied by the number of months used under the Duration IPR; and,
 - c. Any unrecovered nonrecurring charges owed to the Contractor on the date of termination.

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

C.10 CONVERSION (M)

Conversion includes Transition-In and Migration-Out scenarios. 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, assign a designated Conversion manager that will implement Conversion Plans, provide all the Contractor's labor resources necessary to implement the Conversion plans and perform all tasks in accordance with the approved Conversion Plan schedules. The Contractor shall minimize 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 the CALNET CMO's prior approval and oversight coordination.

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

C.10.1 TRANSITION-IN (M)

This Requirement applies to Subcategory 19.1 only.

In order to ensure uninterrupted services to the Customers who are required to use the Contracts, the Contractors shall facilitate the transition of required Customers from expiring Contracts.

Transition-In applies to Contractors who currently provide the same or significantly similar cellular voice and data services to the Customers currently using a statewide cellular services contract.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.10.1.1 General Requirements (M)

This Requirement applies to Subcategory 19.1 only.

The Contractor shall not charge any Non-Recurring Charges to the Customers for Transition-In. All service activations and SIM cards shall be at no cost to the Customers.

The Contractor shall provide the Customer the option to maintain their existing cellular device(s) and/or phone number(s) when moving from the Contractor's existing contract to the CALNET Cellular Voice and Data Services Contract.

The Contractor shall assist the Customers as necessary to accomplish a transition to the IFB C4CVD18 Contract.

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

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.10.1.2 Transition-In Plan Requirements (M)

This Requirement applies to Subcategory 19.1 only.

The Contractors with transitioning services shall submit a Transition-In Plan to the CALNET CMO within 30 days of Contract Award explaining how the Contractor intends to transition the Contractor's existing State customers with cellular voice and data services to IFB C4CVD18.

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

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

1. Major milestones, roles and responsibilities, Deliverables, and commitment dates;

2. How the Contractor will work with the Customers to minimize End-User impact or service interruption during Transition;
3. Steps the Contractor will take if an unscheduled service interruption occurs during the Transition of services;
4. Proposed Transition schedule that ensures timely Transition of all contracted services and invoicing;
5. The process for coordinating and communicating the Transition-In Plan with the CALNET CMO and Customers throughout all phases of the transition;
6. Transition tasks dependent on the State and/or Customer data or resources;
7. Industry standard project management methodology will be used throughout the Transition process; and,

A list of the Customers to be transitioned to Subcategory 19.1, Cellular Business Services that shall specify the quantity of services to be transitioned by service type.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.10.1.3 Transition-In Status Report (M)

This Requirement applies to Subcategory 19.1 only.

Upon commencement of the Transition-In Plan, the Contractor shall provide the CALNET CMO a Transition-In Status Report that includes all the Customers to be transitioned. The delivery intervals of this report shall be mutually agreed upon by CALNET CMO and the Contractor.

The Contractor shall provide Transition-In Status Reports in Microsoft Excel or as text files as directed by the CALNET CMO.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____
N/A_____ (Respond N/A if NOT bidding Subcategory 19.1)

C.10.2 MIGRATION-OUT

C.10.2.1 General Requirements (M)

Prior to expiration of this Contract, the Contractor shall comply with the eVAQ, Section 88, *Disentanglement (Migration-Out)*, and the following SOW Business Requirements. There shall be no additional cost to the Customers for Migration-Out.

The Contractor shall provide the Customer the option to maintain their existing voice phone number when moving to a new contract.

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

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

C.10.2.2 Migration-Out Plan (M)

The Contractor shall provide the CALNET CMO a Migration-Out Plan within 30 calendar days of the CALNET CMO request. The Contractor's Migration-Out Plan shall include how the Contractor will move IFB C4CVD18 CALNET Cellular Voice and Data Services off the Contract with sufficient detail for the State's review and approval.

The State reserves the right to modify the Migration-Out Plan where it is deemed in the best interest or benefit of the State or authorized Customers.

The Contractor's Migration-Out Plan shall include and describe in detail:

1. How migration-out will be accomplished in the least disruptive way to the Customers and End-Users;
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. The Customer impact (e.g., business needs, complexity of service, services impacted by special programs, etc.);
4. Strategy for migration of the Contractor services to new Contract services;
5. Identification of tasks dependent upon the State's data or resources;
6. Identification of all Customers by service type and unique Product Identifier;
7. Plan for transparent Migration-Out of services to support the continued billing, collection, and remittance of SAAF for services billed under the CALNET Cellular Voice and Data Services Contract; and,
8. 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, migrated or discontinued and the Contractor has billed the Customers their final invoices and resolved all disputed charges.

The Contractor shall implement the Migration-Out Plan and perform all tasks identified in the Migration-Out Plan in a timely manner to mitigate disruption in CALNET Cellular Voice and Data Service from the Contractor to the State or the Customer. The Contractor shall participate in meetings with the State, Customers, and alternate service provider(s) as reasonably required by the State in planning for the Migration-Out.

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

C.10.2.3 Migration-Out Status Report (M)

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

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

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

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