

INVITATION FOR BID

IFB C4A1LEG18

FOR

LEGACY 4 TELECOMMUNICATIONS VOICE AND DATA SERVICES

PART 1 – GENERAL INSTRUCTIONS

CALNET LEGACY 4, CATEGORIES 15-18

Addendum 7

June 21, 2018

Issued by:

STATE OF CALIFORNIA

California Department of Technology

Statewide Technology Procurement

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

Amendment Log

Amendment #	Date	Amendment Description
Amendment 1	10/31/2019	• Deleted references to Bidder's Library. • Memorialized previously agreed to language related to the ATO.

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PART 1

GENERAL INSTRUCTIONS

1 INTRODUCTION

This solicitation is being conducted under the policies and procedures developed by the California Department of Technology (CDT) as provided under Public Contract Code (PCC) §12120 et seq. This solicitation contains the instructions governing the requirements for a fixed price to be submitted by interested Bidders. The format that bid information is to be submitted and the material to be included therein follows. This solicitation also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidder's responsibilities before and after award.

1.1 PURPOSE OF THIS INVITATION FOR BID

The purpose of this Invitation for Bid (IFB) is to issue a telecommunications Solicitation for Legacy Voice and Data Service ("Legacy 4") categories to those vendors awarded a Prequalified Multiple Award Contract (PMAC) from the State's Request for Qualifications Proposal (RFQP). The PMAC (referred to as "Phase 1") is awarded to Contractors for each Subcategory the Bidder qualified for as identified below, following the evaluation procedures indicated in the RFQP. Only PMAC Contractors that have been awarded PMAC Contracts for the Subcategories noted below may participate in the bidding of this IFB C4A1LEG18 (referred to as "Phase 2"). Bidders must be awarded a PMAC for applicable Subcategories prior to the Key Action Date for submission of Final Bids (refer to Section 2.2, *Key Action Dates*) related to this IFB C4A1LEG18.

PMAC Contractors awarded a Contract as a result of this IFB C4A1LEG18 will then be allowed to solicit Customer orders (referred to as "Phase 3") in areas throughout the State where they have identified an ability to provide awarded services.

This IFB C4A1LEG18 is issued independently of other Category solicitations. The services sought by this IFB C4A1LEG18 consist of the four (4) PMAC Subcategories as follows:

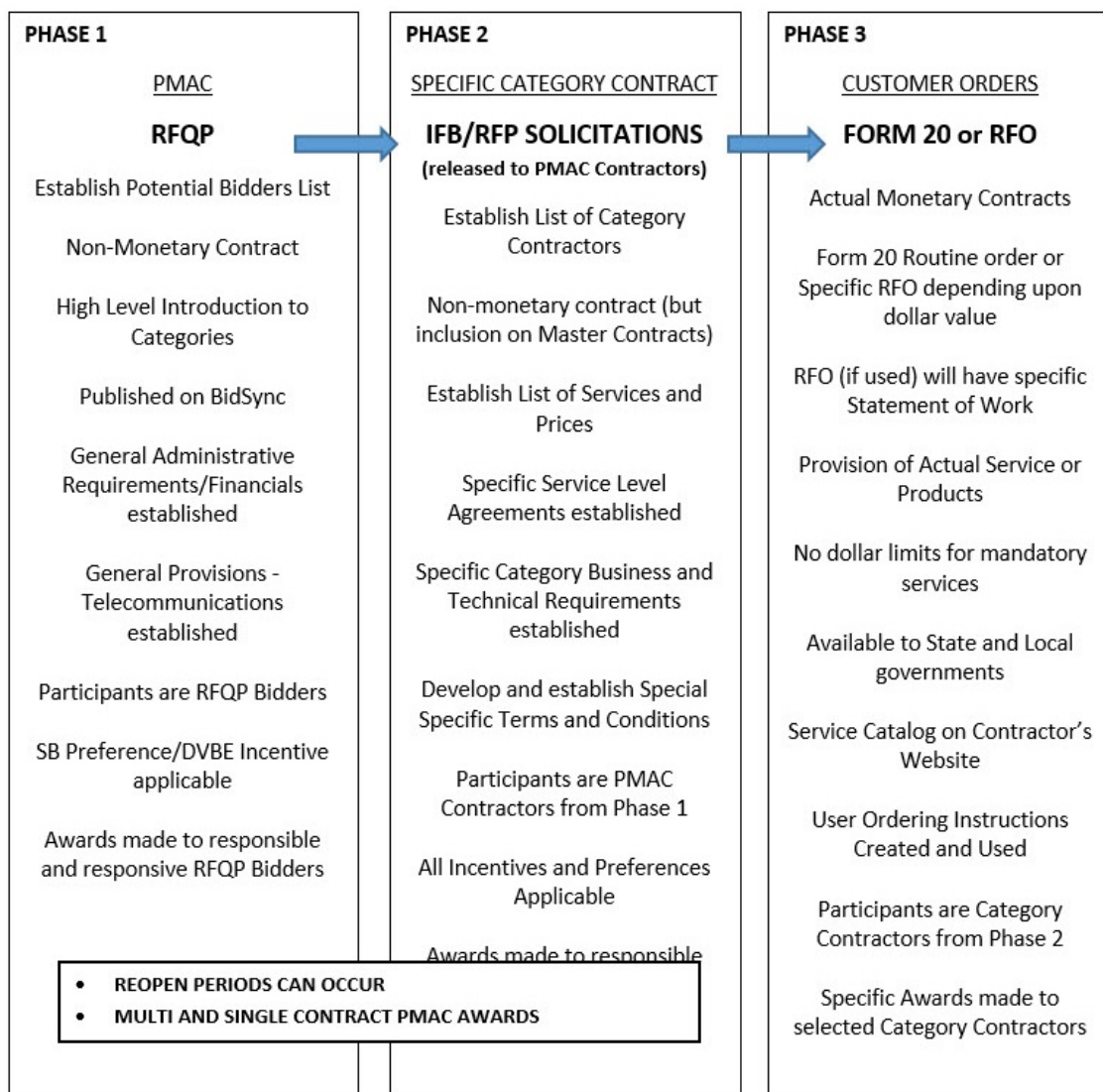
- 1.1 Dedicated Transport – referred to in this IFB C4A1LEG18 as Category 15
Dedicated Transport
- 1.4 Long Distance Calling – referred to in this IFB C4A1LEG18 as Category 16 Long
Distance Calling
- 1.5 Toll-Free Voice Calling – referred to in this IFB C4A1LEG18 as Category 17 Toll-
Free Voice Calling
- 1.6 Legacy Telecommunications – referred to in this IFB C4A1LEG18 as Category 18
Legacy Telecommunications

It is the State's intent to award each Category to multiple vendors as a result of this solicitation. Bids for each Category will be evaluated and awarded separately from any other Category. All awards will be based on best value evaluation as described in Section 4, *Bid Evaluation*, of this IFB C4A1LEG18.¹ The result of this IFB C4A1LEG18 will be to establish a list of Contractors and an associated list of services and prices for the above listed Categories. Additionally, this IFB

¹ All references in this IFB C4A1LEG18 to Section numbers are to Sections within this IFB C4A1LEG18 document unless otherwise stated. Examples of stated exceptions would be a reference to a SOW Section number, a SOW Appendix Section number, or a California State code or regulation section number.

C4A1LEG18 will establish specific Service Level Agreements, SOW Business and Technical Requirements, Special Terms and Conditions - Legacy, and other relevant conditions for awarded Contractors.

Diagram 1: Statewide Contract Procurement Diagram



1.2 CONTRACT TERM

The Contract Term for Categories 15 and 18 Contracts shall begin June 30, 2018, or upon CDT approval, whichever is later, through seven (7) years, with three (3) one-year options to extend. Services identified as Carrier DS0 Service in Section 15.2.2 of Category 15 and Analog Service in Section 18.3.1.1 of Category 18 shall begin June 30, 2018, or upon STP approval, whichever is later through three (3) years, with two (2) one-year options to extend. The Contract Term for Categories 16 and 17 Contracts shall begin June 30, 2018, or upon CDT approval, whichever is

later, through five (5) years, with five (5) one-year options to extend. Extensions will be exercised at the sole discretion of the State and shall not be denied by the Contractor.

Issuance of this IFB C4A1LEG18 does not commit the State of California to award a Contract. The State reserves the right to reject any or all proposals received, or parts thereof, if the State determines that it is in the State's best interest to do so.

1.3 BACKGROUND

All State of California Executive Branch Non-Exempt agencies are presently required by policy to utilize the CALNET Legacy 4 Contracts to obtain mandated telecommunications and network services, unless otherwise authorized by the California Department of Technology (CDT). State of California Exempt agencies are encouraged, but are not required, to use the CALNET Legacy 4 Contracts to purchase Mandatory services. Non-State agencies, i.e., California local jurisdictions (cities, counties, special districts, and other tax supported entities) may also use the CALNET Legacy 4 Contracts by completing a Non-State Agency Service Policy and Agreement and an Authorization to Order (ATO) (in Appendix D). However, local agencies are not required by the State to use the CALNET Legacy 4 Contracts.

1.4 CURRENT AND PROPOSED ENVIRONMENT

The services being bid in this IFB C4A1LEG18 are similar to, but not identical with those presently offered by CALNET 3 Contractors within the following Master Service Agreements (MSAs):

Subcategory 1.1 – Dedicated Transport – Awarded to AT&T and Verizon

Subcategory 1.4 - Long Distance Calling – Awarded to AT&T and CenturyLink

Subcategory 1.5 - Toll Free Voice Calling – Awarded to AT&T, CenturyLink, and Verizon

Subcategory 1.6 - Legacy Telecommunications – Awarded to AT&T

A description of CALNET 3 services is available at: <https://cdt.ca.gov/services/calnet-services/>. This site also has links to:

1. CALNET 3 Contractor catalogs and pricing
2. Information regarding the State Telecommunications Management Manual (STMM), which provides information concerning Mandatory services, delegations, and exemptions
3. Ordering instructions and forms for State and local agencies
4. CALNET 3 IFB's, Contract language, and awarded Contract amendments

There are approximately 200 State and 2,100 non-state agencies using CALNET 3 services.

This IFB C4A1LEG18 will allow for PMAC awarded Contractors to compete in all awarded Categories resulting in multiple awards. As described in RFQP 12-001 Sections I and I.A, **Contracts awarded as a result of this IFB C4A1LEG18 shall not in and of itself guarantee revenue or Customer orders for services.**

Further:

1. Contractors may lower their prices to be competitive, but they may not increase their prices beyond their CALNET Legacy 4 approved rates.
2. For purposes of this solicitation, the State owned cable plant in Sacramento will not be part of the bid services of this IFB C4A1LEG18.

The Contracts awarded as a result of this IFB C4A1LEG18 will be managed by the State's CALNET Contract Management and Oversight (CALNET CMO) team. The CALNET CMO responsibilities may include but are not limited to:

1. Oversee Contractor adherence to the awarded terms and conditions;
2. Provide ongoing cost analysis;
3. Manage or oversee service deployments including Contractor provisioning, maintenance of services, and other related services as may be required.
4. The CALNET CMO may directly purchase services on behalf of State Agencies.
5. Control the Contractors' ability to offer and the Customers' acquisition and use of services through issuance of:
 - a. The Customer User Instructions;
 - b. Delegation of authority to purchase and approval to order;
 - c. Designation of required or mandated services (including exemptions); and
 - d. Establishment of other Customer policies and instructions.

2 BIDDING INSTRUCTIONS

2.1 COMMUNICATIONS AND CONTACTS

The California Department of Technology (CDT), Statewide Technology Procurement (STP) uses an online procurement system known as Cal eProcure to communicate with perspective Bidders and suppliers. Information and ongoing communications for this IFB C4A1LEG18 will be posted by the State on the Cal eProcure website, <https://www.caleprocure.ca.gov>.

2.1.1 Procurement Official

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

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

Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
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California Department of Technology Statewide Technology Procurement Attn: Amy Snow 10860 Gold Center Drive, Suite 200 - Security Desk Rancho Cordova, CA 95670	California Department of Technology Statewide Technology Procurement Attn: Amy Snow Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741
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Amy Snow, Procurement Official
Phone: (916) 431-3257
E-mail address: amy.snow@state.ca.gov

2.1.2 Questions Regarding the Solicitation Document

Bidders requiring clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process may request clarification by submitting questions using Attachment 2, *Form for Submitting Questions*, in an email (using the solicitation identification information from the solicitation title page) to the Procurement Official listed in Section 2.1.1. Only questions submitted in writing and answered in writing by the Procurement Official shall be considered official. Any changes to the requirements, if made, will be via an addendum to the IFB C4A1LEG18, as described in Section 2.4.9, *Addenda*. Only changes made via an addendum shall be binding. The State will respond to all written questions submitted by the due dates as stated in Section 2.2, *Key Action Dates*, with all questions and answers posted to Cal eProcure in the form of a Question and Answer set. Questions received after the dates indicated will only be answered by the State as time allows as solely determined by the State, and therefore may remain unanswered. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

A Bidder that desires clarification or further information on the content of the IFB C4A1LEG18, but whose questions relate to the proprietary aspect of that Bidder's proposal and which, if disclosed to other Bidders, would expose that Bidder's proposal to its disadvantage, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL", and not later than the scheduled dates specified in Section 2.2, *Key Action Dates*, to ensure a response. The Bidder must explain why any questions are sensitive or proprietary in nature. If the State concurs with the Bidder that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered directly to the Bidder in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified. The Bidder may then waive its claim of Confidentiality if it desires the State to provide an answer.

2.1.3 Request for Changes to the Solicitation Document

If the Bidder believes that one (1) or more of the solicitation requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder proposing a less costly or an alternate solution, the Bidder may request a change to the solicitation by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change using Attachment 3, *Template for Request for Change Submittal*. Such request must be

submitted to the Procurement Official by the date specified in Section 2.2, *Key Action Dates* for submitting a request for change. Oral responses shall not be binding on the State. Bidders must submit all requests for changes by the date specified in Section 2.2, *Key Action Dates*.

Oral communications of department officers and employees concerning this IFB C4A1LEG18 shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this IFB C4A1LEG18.

2.1.4 Intent to Bid

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

2.2 KEY ACTION DATES

Key Action Dates provided in Table 1 contains pertinent dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this IFB C4A1LEG18 with the exception of dates listed after the Bidder's Submission of Final Bids. Dates listed after the Bidder's Submission of Final Bids are estimated and may be adjusted without addendum to this IFB C4A1LEG18. All times listed are for Pacific Time.

The Key Action Dates in Table 1, below, are for all Categories unless specified otherwise.

Table 1: Key Action Dates

STEP	ACTION	DATE AND TIME ²
1.	State release of the IFB C4A1LEG18	03/15/2018
2.	Submit Exhibits 1 and 2, Intent to Bid and Confidentiality Statement	Open Period: 03/15/2018 – 04/23/2018
3.	Last day to submit written questions and/or request for changes using Attachment 8, <i>Form for Submitting Questions and</i> using Attachment 11, <i>Form for Requesting Changes</i>	03/29/2018
4.	Last day to protest IFB C4A1LEG18 requirements ^{3 4}	04/27/2018
5.	Last day to submit Draft Bids (<u>MANDATORY</u>) ⁵	05/21/2018 by 3:00 PM PDT
6.	Confidential Discussions with Bidders	06/04/2018 - 06/08/2018
7.	Bidder's Submission of Final Bids⁶	08/01/2018 by 3:00 PM PDT
8.	Public Cost Opening ⁷	08/17/2018
9.	Notification of Intent to Award	08/29/2018
10.	Last day to Protest Award	08/31/2018
11.	Contract Award and Execution	On or before 09/11/2018

² All times are 5:00 PM California Pacific Time/Pacific Standard Time unless otherwise specified.

³ All protests to the solicitation requirements must be received by the Deputy Director of CDT STP as promptly as possible. See Section 2.4.6, *Protests*.

⁴ Or five (5) Business Days following the last addendum that materially changes the requirements of IFB C4A1LEG18.

⁵ See Section 3.2, *Draft Bids*.

⁶ Bidders should review Attachment 1, Bid Submission Checklist, prior to submitting the Final Bid.

⁷ All dates after submission of Final Bid are approximate and may be adjusted as conditions indicate without addendum to this solicitation.

2.3 ADMINISTRATIVE REQUIREMENTS

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

2.3.1 Incorporation of PMAC Requirements and General Provisions (M)

Bidders are advised that all Contracts awarded as a result of this IFB C4A1LEG18 shall automatically incorporate by reference all Requirements, Terms and Conditions and General Provisions of the Bidder’s awarded PMAC. The Bidder’s PMAC, in its entirety, shall be incorporated into any Contract awarded as a result of this IFB C4A1LEG18, and shall remain in effect after PMAC expiration, and throughout the life of any contract awarded as a result of this IFB C4A1LEG18, including all optional years.

2.3.2 Special Terms and Conditions – Legacy (M)

Special Terms and Conditions – Legacy shall be incorporated within the Contracts awarded as a result of this IFB C4A1LEG18. These Special Terms and Conditions – Legacy are provided in this IFB C4A1LEG18’s Statement of Work (SOW), Appendix B. Bidders shall agree to the special terms and conditions without exception.

2.3.3 Confidentiality Statement (M)

Bidders must agree to the State’s confidentiality requirements by submitting a signed Exhibit 2, *Confidentiality Statement*, as indicated in Section 2.2, *Key Action Dates*.⁸ The Confidentiality Statement applies to all CALNET Legacy 4 Customer information, and all references in the Confidentiality Statement to the California Department of Technology apply equally to individual CALNET Legacy 4 Customer entities as appropriate.

2.3.4 Ability to Perform (M)

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

⁸ Exhibit 2, *Confidentiality Statement*, must be included within the Bidder’s Draft Bid if it has not been submitted to the Procurement Official prior to the Draft Bid date.

2.3.5 Primary Bidder (M)

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

2.3.6 Cover Letter (M)

The Bidder must submit a cover letter containing the following:

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

2.3.7 STD 213, Standard Agreement (M)

The STD 213, Standard Agreement, must be signed by a party authorized to bind the firm contractually. The Bidder must complete and submit Exhibit 7, *STD 213, Standard Agreement*, with its bid.

The Bidder shall only complete the "CONTRACTOR'S NAME" in block 1 and all of the information required for the "CONTRACTOR" block in the lower part of Exhibit 7. **THE BIDDER SHALL NOT INCLUDE ANY DOLLAR FIGURES.**

The Bidder is advised that deviations to the STD 213 may be the basis for rejection of the Bidder's Final Bid.

2.3.8 Subcontractors (M)

It is the Bidder's responsibility to ensure any Subcontractor that the Bidder chooses to use in fulfilling the requirements of this IFB C4A1LEG18, and which is expected to receive more than fifteen percent (15%) of the estimated gross annual revenue of the Contract, must also meet all administrative and bid requirements of the IFB C4A1LEG18, as applicable to the services provided by the Subcontractor.

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

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

1. Identified as expected to receive fifteen percent (15%) or more of the estimated gross annual revenue of the Contract;
2. Validation that the replacement is a DGS certified DVBE (see Section 2.3.16, *DVBE Program and Incentive*) as applicable; and,
3. When the Bidder is claiming at least twenty-five percent (25%) California certified small business Subcontractor participation (see Section 2.3.15, *Small Business Preference*) and the Subcontractor is a named DGS certified small business, provide validation as applicable.

The Contractor shall not change a Subcontractor if such changes conflict with the work to be performed under this Contract. For DVBE Subcontractor changes, the Contractor shall utilize another DVBE Subcontractor. For DGS Small Business Subcontractor changes, the Contractor shall ensure that twenty-five percent (25%) of the revenue will continue to go to DGS Small Businesses if the Small Business preference was awarded based on twenty-five percent (25%) subcontracting per Section 2.3.15, *Small Business Preference*. The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) Business Days prior to the existing Subcontractor's termination. If this should occur, the Contractor should be aware that the State contract administrator or designee must approve any changes to the Subcontractors prior to the termination of existing Subcontractors agreements. This also includes any changes made between submittal of the Final Bid and actual start of the Contract.

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

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

2.3.9 Contractor's License (M)

Contractors and Subcontractors performing cable and/or wiring installation work or structural modifications for the State are required to have the appropriate State Contractor's License. The License must be in the name of the company or the name of the "qualifying individual" of the company. It is the Bidder's responsibility to ensure any Subcontractor that the Bidder chooses to use in performing cabling and wiring maintains an appropriate State Contractor's License. The Contractor shall provide proof of licensing upon request.

2.3.10 Workers' Compensation (M)

The Prime Contractor shall maintain statutory Workers' Compensation for all its employees who will be engaged in the performance of the Contract, and agree to furnish the State satisfactory evidence thereof at the time the State may so request. The Bidder is required to sign Exhibit 4, *Workers' Compensation Certification*, and submit it with the bid response.

2.3.11 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 SOW Appendix B, *Special Terms and Conditions – Legacy*, Section S, *Service Taxes, Fees, Surcharges and Surcredits*, and the SOW Business Requirements Section L.6.8, *Service Taxes, Fees, Surcharges, and Surcredits*. Any addition or changes will be implemented in accordance with those sections.

2.3.12 Darfur Contracting Act of 2008 (M)

Effective January 1, 2009, all State of California Invitations for Bids (IFB C4A1LEG18) or Requests for Proposals (RFP) for goods or services must address the requirements of the State of California Darfur Contracting Act of 2008. (Public Contract Code sections 10475-10481).

Public Contract Code section 10478 (a) required a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. Bidders must complete and return Exhibit 5, *Darfur Contracting Act of 2008*, with the Bidder's Final Bid submittal.

2.3.13 Iran Contracting Act of 2010 (M)

Division 2, Part 1, Chapter 2.7 of the California Public Contract Code (PCC) is the Iran Contracting Act of 2010 (Act). This Act requires at §2203 that no one shall submit a bid for a contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that person (i.e., Bidder or Contractor) engages in investment activities of \$20,000,000 or more as described in PCC §2202.5 pursuant to all provisions of the Act. The Act, at §2204 requires Bidders to certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of PCC §2203 as a person engaging in investment activities in Iran described in subdivision (a) of PCC §2202.5, or as a person described in subdivision (b) of PCC §2202.5, as applicable. Bidders are therefore required to complete Exhibit 6, *Iran Contracting Act of 2010*, and submit it with their Final Bid, and again each time their awarded contract is renewed.

2.3.14 Bidder's Preference and Incentive Declaration (M)

The Bidder must complete and submit Exhibit 10: *Bidding Preference and Incentives*, with its bid. The Bidder must indicate on Exhibit 10 whether it is or is not claiming each preference and/or incentive. Refer to Section 4, *Bid Evaluation*, for details on the amount and application of preference and incentive points during proposal evaluation.

2.3.15 Small Business Preference

Sections 14835, et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who are certified by the Department of General Services (DGS) as a Small Business, or to Bidders who are not certified by DGS as a Small Business but claim at least twenty-five percent (25%) California certified Small Business Subcontractor participation. The rules and regulations of this law, including the definition of a Small Business, or qualifying non-Small Business, are in California Code of Regulations, Title 2, Sections 1896, et seq. Small Business Nonprofit Veteran Service Agency (SB/NVSA) prime Bidders that are California Small Business certified and meet the requirements under Military and Veterans Code sections 999.50, et seq. are eligible for the five percent (5%) Small Business preference.

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

The Small Business Preference is optional on the part of the Bidder (not Mandatory), is for Bid evaluation purposes only, and does not alter the amount of the awarded Contracts. If a Bidder is claiming the Small Business preference, it must complete and submit as part of its bid response, Exhibit 10, *Bidding Preferences and Incentives*.

Bidders claiming the Small Business preference must also complete and submit as part of the Final Bid response, Exhibit 12, *GSPD-05-105 Bidder Declarations*, also available at: www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf. Bidders that are not DGS certified Small Businesses but who are claiming the Small Business preference based on subcontracting at least twenty-five percent (25%) of their awarded revenue to DGS certified Small Businesses must also complete and submit as part of the Final Bid response, an Exhibit 14, *Commercially Useful Function Statement*, for each Small Business subcontractor.

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

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

2.3.16 DVBE Program and Incentive

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

DVBE incentives will be applied pursuant to California Code of Regulations (CCR), Title 2, §§1896.99.100 and 1896.99.120. The incentive will be applied during the evaluation process, and will only be applied to responsive bids from responsible Bidders providing at least one percent (1.00%) DVBE participation. The incentive amount is based on a scale under which Bidders obtaining higher levels of participation qualify for greater incentive amounts, according to Table 2, DVBE Incentive Scale, below. The minimum incentive amount for this IFB C4A1LEG18 is one percent (1.00%) of the total available points not including points for socioeconomic incentives or preferences, with a maximum incentive amount of two percent (2%) of those total available points.

Table 2: DVBE Incentive Scale

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

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

Claiming a DVBE Incentive is optional on the part of the Bidder (not Mandatory), is for bid evaluation purposes only, and does not alter the amount of the awarded Contracts. Bidders claiming a DVBE incentive must complete Exhibit 12, *GSPD-05-105 Bidder Declarations*, also available at www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf, and Exhibit 11, *STD 843 Disabled Veteran Business Enterprise Declaration*, also available at www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf. Bidders who are claiming the DVBE Incentive based on subcontracting to DSG certified DVBEs must also complete and submit as part of the Final Bid response, an Exhibit 14, *Commercially Useful Function Statement*, for each DVBE Subcontractor.

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

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

2.3.17 Commercially Useful Function

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

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

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

The Bidder must complete Exhibit 14: *Commercially Useful Function (CUF) Statement* for each Small Business and/or DVBE (prime and/or Subcontractor(s)).

At the State's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information as specified in Exhibit 14 with the proposal may be grounds for rejection of a Small Business or a DVBE Incentive claim.

2.3.18 Target Area Contract Preference

Preference will be granted to the California-based Bidders in accordance with Government Code section 4530 whenever agreements for goods and services are in excess of \$100,000 and the Bidder meets certain requirements, as defined in the California Code of Regulations (Title 2, section 1896.30), regarding labor needed to produce the goods or provide the services being procured. The Target Area Preference is optional on the part of the Bidder (not Mandatory), is for bid evaluation purposes only, and does not alter the amount of the awarded Contracts. Bidders desiring to claim Target Area Contract Preference Act (TACPA) preference shall complete Exhibit 13, *STD 830 Target Area Contract Preference Act – Preference Request* for Goods and Services, and submit it with the Final Bid. STD 830 is also available at www.documents.dgs.ca.gov/osp/pdf/std830.pdf. Additional instructions are provided on the form.

2.3.19 Declaration Forms (M)

All Bidders must complete an Exhibit 12, *Bidder Declaration GSPD-05-105* for each Category being bid and include it with the Final Bid response. When completing the declaration, Bidders must identify all Subcontractors proposed for participation in the Contract. Bidders awarded a Contract are contractually obligated to use the Subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the Contract.

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

2.3.20 Secretary of State Certification (M)

If required by law, the Prime Contractor must submit a certificate of status from the California Secretary of State, showing that the Prime Contractor is certified with the California Secretary of State to do business in the State of California. If the Bidder does not currently have this certification, the firm must be certified before a Contract Award can be made, and must provide information in the Final Proposal to support the status of its application to be certified to do business in the State of California.

Domestic and foreign corporations, Limited Liability Companies (LLCs), Limited Liability Partnerships (LLPs) and Limited Partnerships (LPs) must be registered with the California Secretary of State to be awarded the Contract. The California Secretary of State Certificate of Status must be included with the proposal. The required document(s) may be obtained through the California Secretary of State, Certification and Records Unit at (916) 657-5448 or through the following website: <https://businesssearch.sos.ca.gov/>. The Bidder must complete and submit the required documentation as Exhibit 9: Secretary of State Certification, with its Final Bid.

2.3.21 California Civil Rights Laws (M)

For contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

The Bidder must complete and submit Exhibit 8: *California Civil Rights Laws Certification*, with its Final Bid, and, if the Bidder is selected, again each time their awarded Contract is renewed.

2.3.22 Phase 3 Customer Orders (M)

Customers will place orders using the STD. Form 20 ([Telecommunications Service Request \(STD. 20\)](#)), the STD. 65 ([Purchasing Authority Purchase Order \(STD. 65\)](#)), or if non-state, the Customer's purchase document of choice. The State will provide User Instructions and assign criteria for ordering against the Phase 2 Category Contracts awarded as a result of this IFB. In some cases Customers may be required to solicit competitive offers from awarded CALNET Contractors who have qualified for the Category, at the Procurement Value associated with the Customer's project. Customers may solicit offers from multiple CALNET Contractors even when there is not a requirement to do so. Contractors may offer prices that are less than their CALNET Legacy 4 Contract maximum pricing in accordance with Individual Price Reduction (IPR) provisions in the SOW Business Requirements, Section L.9, *Individual Pricing Reductions (IPR)*.

2.3.23 Phase 3 Performance Bond Notice (M)

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

2.3.24 Phase 3 Public Works Requirements (M)

For all instances where the Customer orders for services require the Contractor to perform Public Works as defined by California Labor Code section 1720, the Contractor shall comply with the following requirements for that work:

1. In accordance with the provisions of section 1773 of the California Labor Code, except as allowed in section 1771, the Contractor shall conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment of materials purchased under the Customer order.

Pursuant to section 1770 of the California Labor Code, the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of wages in the county in which the work is to be done, available at: www.dir.ca.gov/oprl/DPreWageDetermination.htm. The Department of Industrial Relations, Prevailing Wage Unit may be contacted at www.dir.ca.gov or (415) 703-4774.

2. Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on STD 807 when the order involves public works expenditure (labor/installation costs) in excess of \$25,000. Such bond shall be in a sum not less than one-half the order price for the public works portion of the labor/installation costs. Forms will be made available to the Contractor.
3. Each participating Prime Contractor that submits a public works offer shall provide a list of proposed Subcontractors (Public Works), with its offer or indicate that none are to be used.

The State reserves the right to approve or object to the use of proposed Subcontractors on the list.

4. Each participating Prime Contractor that submits a public works offer must certify that it is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing with the performance of work of this Contract. A Workers' Compensation Certification must be completed and submitted with an original signature with the Contractor's offer.

2.3.25 Labor Laws To Be Observed (M)

1. Labor

Pursuant to section 1775 of the California Labor Code and except as allowed in section 1771, the Contractor shall, as a penalty to the State or political subdivision on whose behalf the order is made or awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid by the Contractor, or its Subcontractor, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

Pursuant to sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight (8) hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight (8) hours in any calendar day or more than 40 hours in any calendar week, in violation of sections 1810-1815 of the California Labor Code, inclusive.

2. Travel and Subsistence Payments

The Contractor shall pay the travel and subsistence of each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with California Labor Code section 1773.8.

3. Apprentices

Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Code of Regulations, section 200 et seq. Each Contractor and/or Subcontractor must, prior to commencement of the public works Contract, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one (1) of its branch offices to ensure compliance and complete understanding of the law regarding apprentices and specifically the required rationale there under. Responsibility for compliance with this section lies with the Prime Contractor.

4. Payroll

The Contractor shall keep an accurate payroll record showing the name, address, Social Security Account Number, work classification and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be made available for inspection as specified in section 1776 of the California Labor Code.

2.3.26 Federal Universal Service Fund (M)

Federal Grant programs available to schools and libraries under Universal Service Fund require suppliers to be certified as a Universal Service Administrative Company (USAC) and to meet federal requirements for timeliness and accuracy in processing E-Rate requests and invoicing. Since qualified Entities may use the CALNET Legacy 4 Contracts for purchases that are supported by the Federal Universal Service Fund, successful CALNET Legacy 4 Contractors shall be responsible for all federally required forms when utilizing the CALNET Legacy 4 Contracts for such transactions, including FCC Form 473, *Service Provider Annual Certification Form*, and FCC Form 498, *Service Provider Identification Number and Contact Information Form*.

2.3.27 Amendment (M)

Any Contract executed as a result of this IFB C4A1LEG18, may be amended, consistent with the terms and conditions of the PMAC and by mutual consent of both parties (with the exception of exercised Term options), subject to approval by the STP under Public Contract Code 12100.

2.3.28 Availability (M)

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

The State shall reasonably determine if the proposed replacement is acceptable. An inability to provide a Mandatory requirement may be grounds for Contract termination in whole or in part.

2.3.29 Glossary (M)

The Glossary shall be incorporated within the Contracts awarded as a result of this IFB C4A1LEG18. This Glossary is provided in this IFB C4A1LEG18's SOW, Appendix A. Bidders shall agree to the Glossary without exception.

2.3.30 Authorization to Order (M)

The Authorization to Order (ATO) form shall be incorporated within the Contracts awarded as a result of this IFB C4A1LEG18. The ATO is provided in this IFB C4A1LEG18's SOW, Appendix D (Categories 15-18 Appendix D). The Bidders shall agree to the ATO without exception. This form may be modified by the CDT after award without requiring a Contract amendment. Prior to any

modifications, CDT shall present the revised ATO to the Contractor and CDT shall consider any Contractor suggested changes to the revised ATO.

2.4 BIDDING RULES

2.4.1 Rules Governing Competitive Bidding

This IFB C4A1LEG18, the evaluation of responses, and the award of any resultant Contracts shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by public bodies in the State of California.

2.4.2 Identification and Classification of IFB C4A1LEG18 Requirements

The State has established certain requirements with respect to bids to be submitted by prospective Contractors. The use of “shall”, “must,” or “will” (except to indicate simple futurity) in the IFB C4A1LEG18 indicates a requirement or condition which is Mandatory. A deviation, if not material, may be waived by the State.

A deviation from a requirement is material if the deficient response is not in substantial accord with the IFB C4A1LEG18 requirements, provides an advantage to one (1) Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid,⁹ amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

The words “should” or “may” in the IFB C4A1LEG18 indicate desirable attributes or conditions, but are non-Mandatory in nature. Deviation from or omission of such a desirable feature, even if material, will not in itself cause rejection of the bid.

2.4.3 Irrevocable Offer

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

2.4.4 IFB C4A1LEG18 Documents

This IFB C4A1LEG18 includes, in addition to an explanation of the State’s needs which must be met, instructions which prescribe the format and content of bids to be submitted and the model(s) of the Contract(s) to be executed between the State and the successful Bidder(s).

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB C4A1LEG18, the Bidder shall immediately notify the Procurement Official identified in Section 2.1.1, *Procurement Official*, of such error in writing and request clarification or modification of the document.

⁹ The word “bid” as used throughout is intended to mean “proposed,” “propose” or “proposal” as appropriate.

Modifications will be made by addenda issued pursuant to Section 2.4.9, *Addenda*, below. Such clarifications shall be given by written notice to all parties who have identified themselves as Bidders to the Procurement Official identified in Section 2.1.1, *Procurement Official*, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the IFB C4A1LEG18 contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of bids, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.4.5 Examination of the Work

The Bidder should carefully examine the entire IFB C4A1LEG18 and any addenda thereto, and all related materials and data referenced in the IFB C4A1LEG18 or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

2.4.6 Protests

There are two (2) types of protests: 1) requirements (initial) protests and 2) award protests. A protest shall be submitted according to the procedures below.

2.4.6.1 Requirements (Initial) Protests

Protests regarding any issue other than selection of the “successful Bidder” are requirements protests. A protest of requirements is a challenge brought against a requirement that may be restrictive, ambiguous, favors a specific vendor, solution, technology, etc. Requirement protests will be heard and resolved by the Deputy Director of CDT STP, whose decision will be final.

Before a requirements protest is submitted, the Bidder must make full and timely use of the procedures described in Section 2.1.2, *Questions Regarding the Solicitation Document*, to resolve any outstanding issue(s) between the Bidder and the State. The procurement procedure is designed to give the Bidder and the State adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Bid is due. The protest procedure is made available in the event that a Bidder cannot reach a fair agreement with the State after exhausting these procedures.

All protests of requirements must be made in writing, signed by an individual authorized to bind the company contractually, and contain a statement of the reason(s) for protest, citing the law, rule, regulation, or procedures on which the protest is based. The protestant must provide facts and evidence to support the claim. All protests to the solicitation requirements must be received by the Deputy Director of CDT STP as promptly as possible, but not later than the respective deadline time and date specified in Section 2.2, *Key Action Dates*, for such protests. Protests must be mailed or delivered to:

Table 3: Protest Delivery Information

Street Address:	Mailing Address:
Deputy Director California Department of Technology Statewide Technology Procurement 10860 Gold Center Drive, 2 nd Floor (Security Desk) Rancho Cordova, CA 95670	Deputy Director California Department of Technology Statewide Technology Procurement P.O. Box 1810 MS Y12 Rancho Cordova, CA 95741-1810

Copies of all protests are to be sent to the Procurement Official listed in Section 2.1.1.

2.4.6.2 Award Protest

An award protest is where a Bidder has submitted a Final Proposal which it believes to be responsive to the requirements of the solicitation document and to be the proposal that should have been selected according to the evaluation procedure in Section 4, *Bid Evaluation*, and the Bidder believes the State has incorrectly selected another Bidder for award.

2.4.7 Alternative Protest Process

This procurement is being conducted under the provisions of the Alternative Protest Process (Public Contract Code § 12125 et seq.). The Bidder understands that by submitting a proposal to this procurement, the Bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5.

<http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx>

A Notice of Intent to Award for this solicitation will be publicly posted on the 2nd floor Security Desk of CDT, 10860 Gold Center Drive, Rancho Cordova, CA and sent via email to any Bidder who submits a written request for notice and provided an email address.

During the protest period, any Bidder who submitted a Final Bid may protest the proposed award on the grounds that there was a violation of the solicitation procedure(s) and that the protesting Bidder's bid should have been selected in accordance with the selection criteria in the solicitation document.

A written notice of intent to protest the proposed award of this solicitation must be received (email acceptable) by the coordinator by the date and time specified in Section 2.2, *Key Action Dates*. Failure to submit a timely, written notice of intent to protest waives the Bidder's right to protest.

The Bidder is to send the notice of intent to protest to:

Table 4: Notice of Intent to Protest Address

Hand Delivered Bid; Parcel Post (FedEx, UPS, etc.)	United States Postal Service (USPS)
California Department of Technology Statewide Technology Procurement Attn: Alternative Protest Process Coordinator 10860 Gold Center Drive, Suite 200 – Security Desk Rancho Cordova, CA 95670	California Department of Technology Statewide Technology Procurement Attn: Alternative Protest Process Coordinator Mail Stop Y12 P.O. Box 1810 Rancho Cordova, CA 95741-1810
Email: technologyprocurements@state.ca.gov	

Copies of the protest are to be sent to the Procurement Official listed in Section 2.1.1. Within seven (7) Business Days after the last day to submit a notice of intent to protest, the coordinator must receive from the protesting Bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification, as applicable. Untimely submission of the complete protest filing waives the Bidder's right to protest.

Protest bond requirement: The bond amount for this Alternative Protest Process is ten percent (10%) of the estimated Contract value. Refer to [California Code of Regulations, Title 1, Division 2, Chapter 5 §1418](#).

2.4.8 Negotiations

The State reserves the right to negotiate. Should it be determined that it is in the State's best interest, the State will conduct negotiations under PCC §6611. The purpose of the Negotiation Process is to maximize the State's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation.

2.4.9 Addenda

The State may modify IFB C4A1LEG18 prior to the date fixed for Contract Award by issuance of an addendum to all Bidders who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively.

If any vendor determines that an addendum unnecessarily restricts its ability to bid, the vendor is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Section 2.4.6, *Protests*.

2.4.10 Financial Stability

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded PMAC or Phase 2 Solicitation award.

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

2.4.11 Joint Bids

Joint Bids are not applicable.

2.4.12 Confidentiality

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

2.4.13 Bidder's Cost

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

2.4.14 False or Misleading Statements

Bids which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Bidder may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB C4A1LEG18, it will be the basis for rejection of the Bid.

2.4.15 Withdrawal and Resubmission of Bids

A Bidder may withdraw its Final Bid at any time prior to the Final Bid submission date and time specified in Section 2.2, *Key Action Dates*, by submitting a written notification of withdrawal signed by the Bidder's authorized person that signed the cover letter per Section 2.3.6, *Cover Letter*. The Bidder may thereafter submit a new or modified bid prior to such bid submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, Final Bids cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Section 4.1.3, *Errors in the Final Bid*.

2.4.16 Rejection of Bids

The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB C4A1LEG18 documents or excuse the Bidder from full compliance with the IFB C4A1LEG18 specifications if awarded the Contract.

2.4.17 Bidder Representatives

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

3 BID FORMAT AND SUBMISSION REQUIREMENTS

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

3.1 SUBMISSION REQUIREMENTS

3.1.1 Date, Time and Address of Submittals

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

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

Bids should be submitted as follows:

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

3.1.2 Packaging and Labeling

Bidders may provide all of their bid documents for all Categories being submitted at the same time within the same package (box or boxes). The overall package shall be sealed and labeled as follows:

1. The Bidder's name and address
2. The IFB number "IFB C4A1LEG18"
3. Identification of the submittal as either "Draft Bid" or "Final Bid"
4. Box "# of #", if more than one (1) box is required for the entire submission.

Each binder and CD/DVD must be plainly marked with:

1. The Bidder's name
2. The IFB number "IFB C4A1LEG18"
3. Identification of the submittal as either "Draft Bid" or "Final Bid" and the due date of the submission.
4. The number and name of the Category, e.g., "Category 15, Dedicated Transport"
5. The Volume number and title as appropriate for the type of submittal as listed below:
 - a. Draft Bids shall contain up to two (2) Volumes as described in Section 3.2, *Draft Bids*.
 - b. Final Bids shall contain up to three (3) Volumes as described in Section 3.3, *Final Bids*.

Draft Bids should not contain any cost information, including references to percentage discounts.

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

1. The Bidder's name
2. The IFB number, as "IFB C4A1LEG18"
3. The Category Bid, e.g., "Category 15, Dedicated Transport"
4. "Volume 3, Cost Information"

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

3.1.3 Formatting

1. Bidders shall not add logos, graphics, or backgrounds to any portion of IFB C4A1LEG18.
2. Bidders shall not modify any portion of the original text or format of this solicitation (including footer text) and Bidder's response shall be submitted as originally presented by the State, except:

- a. Bidders shall only modify the header text of their response to add the Bidder's actual name in place of "Bidder's Name" in the text, font and format provided above "IFB C4A1LEG18"; and,
 - b. When adding a watermark to the Master copy of the bid;
 - c. Where Bidders are instructed to provide a response.
3. Hard Copy Submissions should:
 - a. Be on standard 8.5" x 11" paper. Hard copy of large size drawings shall not be larger than Standard E-size format; and,
 - b. Use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material.
4. Soft Copy Submissions should:
 - a. Be in searchable Microsoft Word and Excel (version 2013 or higher) as appropriate, or compatible, except:
 - i. Electronic files of drawings shall be in AutoCAD Reader 2010 Version 18, Release 24 or newer (.dwg) or Microsoft Visio 2003 or newer (.vsd), or compatible; and,
 - ii. Exhibits requiring signatures may be submitted in PDF format.
 - b. Use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material.
 - c. Be organized into appropriate files and folders designed for easy access.
 - d. Be separate files as originally released by the State (this does not apply to any Exhibits). Exhibits must be submitted as individual files.
 - e. Bid documents should not be combined into one (1) large document (e.g., do not combine the SOW Business Requirements document and the exhibit document together).
 - f. Be separate files as originally released by the State and shall not be embedded as an attachment in a master document.

3.1.3.1 Specific Formatting by Volume

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

3. Volume 2 – Category Requirements shall be provided in the following number of copies:
 - a. Two (2) soft copies (CD/DVDs, one (1) with all documents watermarked “Master”)
4. Volume 3 – Cost Information shall be provided in the following number of copies:
 - a. Two (2) soft copies (CD/DVDs, one (1) with all documents watermarked “Master”)

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

As stated in Section 2.4.12, *Confidentiality*, Bidders should be aware that marking the Final Bid “confidential” or “proprietary” may exclude it from consideration for award.

3.2 DRAFT BIDS (MANDATORY)

Submission of a Draft Bid is a Mandatory step for this IFB C4A1LEG18. Draft Bids are due to the Procurement Official listed in Section 2.1.1 by the date and time indicated in Section 2.2, *Key Action Dates*. **Failure to submit a Draft Bid will disqualify the Bidder from Contract Award as a result of this IFB C4A1LEG18.**

The intent of the Draft Bid submittal is to determine whether the Bidder’s proposed solutions and services are responsive to the requirements of IFB C4A1LEG18’s SOW. Draft Bids will allow the State to potentially identify elements that are not responsive and the changes would be necessary and acceptable for a responsive and responsible Final Bid to be submitted by the Bidder. Therefore, it is important to note that Draft Bids should be complete in every aspect as required by Section 3.3, *Final Bids*, except costs (Volume 3) as Final Bids reducing the possibility of a material deviation and avoid disqualifying from potential Contract Award.

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

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

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

3.2.1 Confidential Discussions Following Draft Bids

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

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

The Bidder should bring to the discussion those persons who may be required in order to answer questions and to commit to changes. Bidder participation may be limited to five (5) individuals in accordance with Section 2.4.17, *Bidder Representatives*. To the maximum extent practical, the Bidder will address the evaluation team's concerns described in the agenda, and any attachments thereto, and should be prepared to answer questions and discuss each of the agenda items.

3.3 FINAL BIDS

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

The Bidder's Final Bid must be a complete submission rather than simply the changes made by the Bidder to its Draft Bid. Before submitting its Final Bid, the Bidder should carefully proof it for errors and adherence to all IFB C4A1LEG18 requirements.

3.3.1 Organization of Submission

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

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

Volume 1 – Response to Common Administrative Requirements contains each item listed below, applicable to all Categories, in the following order – all soft copies shall be provided as separate files.

- a. Cover Letter (Section 2.3.6)
- b. Exhibit 2: Confidentiality Statement (if not previously provided) (Section 2.3.3)
- c. Exhibit 3: Response to Administrative Requirements (Section 2.3)
- d. Exhibit 4: Workers' Compensation Certificate (Section 2.3.10)
- e. Exhibit 5: Darfur Contracting Act of 2008 (Section 2.3.12)
- f. Exhibit 6: Iran Contracting Act of 2010 (Section 2.3.13)
- g. Exhibit 7: STD 213, Standard Agreement – Telecommunications (Section 2.3.7)
- h. Exhibit 8: California Civil Rights Laws (Section 2.3.21)
- i. Exhibit 9: Secretary of State Certification (Section 2.3.20)

2. Volume 1 – Response to the SOW Business Requirements (soft copy CD/DVD only)

- a. Complete response to the SOW Business Requirements common to all Categories.

3. Volume 2 – Response to Unique Category Requirements (soft copy CD/DVD only)

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

- a. Required IFB C4A1LEG18 Exhibits unique to each Category (as separate files), in the following order:
 - i. Exhibit 10: Bidder's Preference and Incentive Declaration (Section 2.3.14)
 - ii. Exhibit 12: GSPD 05-105, Bidder Declaration (Section 2.3.19)
- b. Preference/Incentive Exhibits, (required to the extent that the Bidder is applying for any of the preference and incentive programs or is proposing to use Subcontractors):
 - i. Exhibit 11: STD 843, DVBE Declarations (required if claiming a DVBE incentive per Section 2.3.16.)
 - ii. Exhibit 13: STD 830, TACPA Preference Request (required if claiming TACPA preference per Section 2.3.18.)
 - iii. Exhibit 14: Commercially Useful Function Statement (required if claiming a SB subcontracting preference or a DVBE subcontracting incentive per Section 2.3.17.)
- c. SOW Submittals unique to each Category:
 - i. Complete response to SOW Technical Requirements
 - ii. Complete response to Catalog A (without Costs) – only required for Draft Bids

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

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

- a. Cost Worksheets
- b. Cost Supporting Literature (only required if offering Unsolicited priced items)
- c. Catalog A (with Costs) per Section 3.3.2.6, *Catalog A (with Costs – Final Bids Only)*

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

Example:

If a Bidder is submitting a bid for Categories 16 and 17 its submission will consist of:

- *One (1) binder (with two (2) CD/DVDs) of Volume 1 – Response to Common Administrative Requirements.*
- *Two (2) CD/DVDs of Volume 1 – Response to the SOW Business Requirements.*

- *Two (2) CD/DVDs of Volume 2 Response to Unique Category Requirements for Category 16.*
- *Two (2) CD/DVDs of Volume 2 Response to Unique Category Requirements for Category 17.*
- *Two (2) CD/DVDs of Volume 3 – Cost Information for Category 16.*
- *Two (2) CD/DVDs of Volume 3 – Cost Information for Category 17.*

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

3.3.2 Specific Instructions for Final Bid Items

Bidders shall adhere to the following instructions concerning specific portions of their Final Bid. Bidders shall include the following items.

3.3.2.1 SOW Mandatory Business and Technical Requirements

1. RESPONSE TO MANDATORY REQUIREMENTS

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

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

Bidders shall check either "Yes" or "No" in response to the question to indicate that either a "Yes" that they understand the State's requirement as stated in the SOW and that they shall comply with the requirement, or "No" that they cannot or do not intend to meet the requirement as stated. A Bidder's response of "No" to a Mandatory (M) or Mandatory Scorable (M-S) requirement WILL be considered a Material Deviation and disqualify the Bidder from possible Contract Award. Unless otherwise listed, each reference to a SOW requirement includes all aspects of the requirement that may be required in order to provide full functionality of the requirement whether or not every aspect is detailed in the SOW requirement's specification, and whether or not the SOW Section number is included in the response question. All Bidders must provide a response to every requirement within each Category they are bidding. Failure to respond to a requirement may be cause for rejection of the Bidder's Final Bid.

If the requirement includes a response block which includes a line titled "**Description:**", the Bidder shall provide a description or other requested information. The description provided by the Bidder should give sufficient detail for the State to determine how the Bidder will meet the requirement. Failure to provide the required description may be grounds for failure of that Mandatory requirement, and the bid may be rejected for non-compliance.

When providing a description, it should be provided in the space immediately following the title "**Description:**". Using the final MS Word versions of the SOW provided by the State, the Bidder may expand the space to accommodate its description. Bidders are requested to place all necessary information solicited by IFB C4A1LEG18 for SOW Business and Technical Requirements within the "Description" area, and to limit the information to only that which is

specific to the requirement. Expansive descriptions may contain statements that contradict the SOW's specific requirements, thereby potentially creating a material deviation. Separate supplemental literature or URL's/links should not be provided and may be a material deviation, disqualifying the bid.

2. RESPONSE TO MANDATORY TABLES

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

Figure 1: Example of a Mandatory requirement table

Table 15.2.2.3.a – DS0 Services and Features					
	Feature Name	Feature Description	Bidder's Description	Bidder Meets or Exceeds?	
				Y	N
1	IntraLATA DS0 Service	IntraLATA carrier DS0 service as described above. Channel Termination (one end point)			
2	InterLATA DS0 Service	InterLATA carrier DS0 service as described above. Channel Termination (one end point)			

For each Mandatory table item, the Bidders must respond to the question, "Bidder Meets or Exceed? Y N" (or to variants such as "Bidder Agrees? Y N") by checking either the "Y" (Yes) column's box to indicate that the Bidder will meet or exceed the requirement (or agrees to meet the requirement); or by checking the "N" (No) column's box to indicate that the Bidder does not commit to meet or exceed the requirement (or does not agree to meet the requirement). Lacking any other information, if neither the "Y" nor the "N" box is checked, the response may be evaluated as if the Bidder had checked "N" (the Bidder did not commit to meet the requirement). A Bidder's response of "N" (No) to a Mandatory (M) or Mandatory Scorable (M-S) requirement WILL be considered a Material Deviation and disqualify the Bidder from possible Contract Award.

For each Mandatory table that includes a field for the Bidder's Description (as in the example in Figure 1), the Bidder has the option to enter limited descriptive text that further clarifies the service/feature requirement. Bidders are not required to enter information in the "Bidder's Description" field. Conditional or contradictory statements that conflict with the requirements may be considered a Material Deviation and disqualify the Bidder from possible Contract Award. Additionally, providing extensive language or references to online links (URLs) (except where specifically requested) may be considered a Material Deviation and disqualify the Bidder from possible Contract Award. Bidders shall not include marketing language in the "Bidders Description" field.

3. RESPONSE TO MANDATORY SCORABLE REQUIREMENTS

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

4. ADDITIONAL RESPONSE GUIDELINES

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

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

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

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

3.3.2.2 Unsolicited Offerings

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

Unsolicited items are optional, but if offered by the Bidder, unsolicited items must be relevant to and within the scope of the Technical Requirement of the applicable Category to which the Bidder is responding. Unsolicited offerings may provide additional features or functionalities, but may not replace or negate the State’s requirement or offer a solution that is presented as a replacement in order for the Bidder to bypass the Mandatory requirement. The State reserves the sole right to determine if an Unsolicited item is out of scope or is otherwise not in the State’s program interests. Such items may be rejected by the State up to 90 Business Days after award. See Section 5.2, *Removal of Unsolicited Items*.

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

An example of an Unsolicited offering table is provided below.

Figure 2: Example of an Unsolicited offering table

Table 15.2.2.3.b – Unsolicited DSO Services and Features			
	Feature Name	Feature Description	Bidder's Description
1			
2			
3			

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

1. "Feature Name" shall provide the Bidder's **unique** name of the feature.
2. "Feature Description" shall describe the service/feature being offered.
3. "Bidder's Description:" shall provide additional information used to differentiate the service or product from other items.

The "Bidder's Description" cell may be expanded as necessary to accommodate content, and Bidders may expand this table by duplicating rows in order to offer multiple Unsolicited items or features.

3.3.2.3 Catalog A (without Costs) – Draft Bids Only

This Section 3.3.2.3 applies only to Section 3.2, *Draft Bids (Mandatory)*. Bidders are not required to submit a Catalog A without costs with their Final Bid (refer to Section 3.3 for Final Bid submission requirements).

Bidders shall submit a Catalog A (without costs) with their Draft Bid Volume 2 that contains all Mandatory and offered Unsolicited services. This catalog shall include information as shown below in Figure 3, and is also provided as a separate MS Word file for Bidders to complete and submit with their Draft Bid.

Figure 3: Example of Catalog A format

Table 15.2.2.3 - Carrier DSO Services and Features

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

Table 15.2.2.3 - Carrier DSO Services and Features							
	Feature Name	Unit of Measure	Feature Restrictions, Limitations and additional information	Non-Recurring Charge	Monthly Recurring Charge	Cost per Change	Change Charge Description
1	IntraLATA DSO Service						
2	InterLATA DSO Service						

Table 15.2.2.3 - Carrier DSO Services and Features							
	Feature Name	Unit of Measure	Feature Restrictions, Limitations and additional information	Non-Recurring Charge	Monthly Recurring Charge	Cost per Change	Change Charge Description
3	Interstate DSO Service						

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

1. Bidders are to only fill in the unshaded cells when Catalog A is submitted with the Draft Bids. **Do not fill in any cost information.**¹⁰
2. Contractor's Description of Service, including required service description, features and additional features offered by the Contractor: Provide a detailed overall summary of the services/features and identify service/feature configuration requirements including any special ordering requirements.
3. Geographic Availability: Describe where the service is geographically available. The "Geographic availability" provided for this field must match the State's requirements as describe in the SOW's Technical Requirements for the service.
4. Service limitations and Restrictions: Describe limitations and restrictions common to all service features. If the Bidder has no service limitations or restrictions, the Bidder shall indicate such by entering "none". Bidders are cautioned that any of the following limitations or restrictions provided by the Bidder are unacceptable and may be considered a Material Deviation and disqualify the Bidder from possible Contract Award (this is not an all-inclusive list and is provided for example)
 - a. Minimum monthly usage charges (see Section 67 of the RFQP General Provisions, *Charges*);
 - b. Requirements for a minimum order quantity for any service or feature;
 - c. Requirements for the Customers to commit to more than one (1) month's service; or,
 - d. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.
5. Feature Restrictions, Limitations and Additional Information: Identify all restrictions, limitations and other information that is uniquely associated with the offered item or feature (i.e., not common to all features), including specific dependencies and configuration requirements. Bidders are cautioned that any of the following limitations or restrictions provided by the Bidder are unacceptable and may be considered a Material Deviation and disqualify the Bidder from possible Contract Award (this is not an all-inclusive list and is provided for example):

¹⁰ Bidders will fill in the cost portions and submit with their Final Bid per Section **Error! Reference source not found.**, *Catalog A (with Costs – Final Bids Only.*

- a. Minimum monthly usage charges (see Section 67 of the RFQP General Provisions, *Charges*);
 - b. Requirements for a minimum order quantity for any service or feature;
 - c. Requirements for the Customers to commit to more than one (1) month's service; or,
 - d. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.
6. Non-Recurring Charge: DO NOT ENTER ANYTHING IN THIS COLUMN.
 7. Monthly Recurring Charge: DO NOT ENTER ANYTHING IN THIS COLUMN.
 8. Cost per Change: DO NOT ENTER ANYTHING IN THIS COLUMN.
 9. Change Charge Description: Describe what constitutes a change in terms of what defines the occurrence of the change, i.e., what activity represents the change and when the change is applicable. This description must conform to the requirements of Section 3.3.2.5, *Cost Worksheet Information*, subsection E.3, *Cost Worksheet Elements*, "Charge per Change per Item" paragraph. DO NOT INCLUDE ANY COSTS OR PRICING IN THIS DESCRIPTION.

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

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

3.3.2.4 SOW Supporting Literature

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

3.3.2.5 Cost Worksheet Information

All cost and pricing information should be contained within the Bidder's separately sealed Volume 3. In providing its cost information for Mandatory SOW items, the Bidder must use the MS Excel Cost Worksheets provided in SOW of this IFB C4A1LEG18.

In determining their bidding strategy, Bidders need to establish their own best estimates of applicable unit transaction volumes. Note that actual transaction volumes experienced by each awarded Contractor may vary significantly from the volumes in the cost sheet depending upon a variety of factors, including but not limited to the number of awarded Contractors, the marketing and sales performed by each Contractor, the qualification of the Customer subsidies such as from the federal E-Rate and California Teleconnect Fund programs. **Bidders are cautioned**

that the estimated numbers of transactions used in the cost sheets are for cost evaluation purposes only and should not be relied on as a forecast of actual transaction volumes or resulting total reimbursement amounts.

Instructions for the Cost Worksheets are as follows:

A. SERVICE COSTS

The Bidder shall list all costs to the State to provide the services and features ordered through its CALNET Legacy 4 Contracts awarded as a result of this IFB C4A1LEG18. The Bidder shall identify in its submitted SOW Cost Worksheets all costs associated with the Category being bid. Only the items listed by the State in the Cost Worksheets or provided as Unsolicited Items by the Bidder shall be priced. All other SOW Business and Technical Requirements shall be provided at no cost. Costs will include all Non-Recurring, Monthly Recurring, usage, Contract volume discounts, term pricing options, and Change Charges as applicable. Term pricing options will be limited to specifically designated services approved by the State. Unless specifically stated otherwise by the State, any proposal for listed pricing is to include all elements necessary to configure an instance of working service (planning, application design, engineering, testing, wiring, termination, installation, and training). Service elements without associated pricing will be considered no charge items. Therefore, the Bidder should review all Cost Worksheets carefully prior to Final Bid submission. Costs proposed for a Category may not be conditioned or affected by award of any other Category. All service costs (including costs for Unsolicited items) listed in the Final Bid Cost Worksheets shall be the maximum costs allowable, and shall not increase during the term of the Contract including extensions.

B. USAGE BASED COST STANDARD

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

C. SERVICE TAXES, FEES AND SURCHARGES

Applicable taxes, fees, surcharges, and surcredits shall not be a component of the pricing proposed in the Cost Worksheets. Refer to Special Terms and Conditions – Legacy, Section S and Section 2.3.11 *Service Taxes, Fees, Surcharges and Surcredits*, and SOW Business Requirements Section L.6.8 for applicable requirements concerning taxes, fees, and surcharges.

D. COST WORKSHEETS

The Bidders shall fill out the SOW, Cost Worksheets, for all Category costs bid. Note that these Exhibits are provided as multiple sheet Microsoft Excel spreadsheet files. The Bidders shall submit their cost Exhibits per the instructions in Section 3.1, *Submission Requirements*, (with dollar amounts only contained in the Final Bid, and then within separately sealed envelopes). The submitted costs contained within these tables will be used for evaluation purposes per Section 4.2.6, *Cost Worksheet Evaluation*, and will also be used to establish the

maximum contracted costs and rates of the final awarded Contracts. Note that the quantity and extended cost values provided within the Cost Worksheets are for cost evaluation purposes only. The State's listing of quantities in these cost tables should not be interpreted by the Bidder to mean that the State expects the Bidder to receive orders for these quantities. The State makes no warranty and provides no guarantee of any quantities of actual orders. The Bidders should not assume that these quantities, either as precise numbers or as general estimates, should be expected to reflect actual orders or conditions of service. CALNET Legacy 4 orders will potentially be placed with multiple CALNET Legacy 4 Contractors.

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

If a service feature or element identified in the SOW Business and Technical Requirements is not specifically identified within its associated SOW Cost Worksheets, it shall be provided by the Bidder at no additional charge when the item is ordered by the Customer. The Bidders shall provide one (1) single, uniform price throughout the Bidder's commercial service area or as defined by the SOW Technical Requirements for each service. Thus, a Bidder that offers its services commercially to both Los Angeles and Eureka shall offer its equivalent CALNET Legacy 4 bid service at the same maximum bid rate for a location in Los Angeles and Eureka regardless of whether or not the service had been previously delivered to a CALNET 3 Customer in Eureka or not.

The State will allow awarded CALNET Legacy 4 Contractors to reduce their prices from those bid for individual Customer orders, per SOW Business Requirements Section L.9, *Individual Price Reductions (IPR)*.

Geographic requirements, if any, for Mandatory services are specifically defined in the SOW Technical Requirements for each Category.

E. COST WORKSHEET ELEMENTS

The SOW Cost Worksheets elements shall include the following definitions:

1. Non-Recurring Charge:

Non-Recurring Charges for services or features shall be provided per Product ID excluding any administrative fee, where applicable, in the Cost Worksheets. Cost Worksheets that include "N/A" in the "Non-Recurring Charge" field are intended to designate services and features where the installation charges do not apply or related equipment and/or installation costs are amortized in Monthly Recurring Charges.

2. Monthly Recurring Charge:

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

3. Charge per Change:

Change Charges shall only apply to modifications of existing services and features. Change Charges shall not apply to disconnects or service cancellations. Multiple changes on one (1) order (up to five (5) changes) will be charged on a “per order” basis (one (1) Change Charge for each group of five (5) changes per service/feature type) regardless of the number of circuits on a single service order.

Non-Recurring Charges and Change Charges shall not apply for Transition of Customers from CALNET 3 services to CALNET Legacy 4 services.

F. UNSOLICITED ITEMS

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

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

The State, at its sole discretion, will determine which of the proposed Unsolicited features or elements will be included in the awarded Contract. Bidders are cautioned that Unsolicited items priced above market rates will likely not be included in the Contract. For services, features, or functionality bundled or included as a Mandatory part of the chargeable service, Bidders may provide Unsolicited services under the following conditions:

1. The Unsolicited service/feature represents an unbundling of the services identified in the SOW Technical Requirements, providing the Customer with a more granular means of ordering only the services/features they require.
2. The sum of the Unsolicited unbundled service/features shall not exceed the cost of the Mandatory bundle.
3. The description of each Unsolicited unbundled service/feature clearly identifies all associated Unsolicited unbundled feature(s) that must be ordered.
4. The description contains adequate language and safeguards to prevent duplicate charging of Unsolicited unbundled services/features already included in the bundled services.

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

Figure 4: Example of a cost table for Unsolicited offerings

Cost Table 15.2.4.3.b - Unsolicited Carrier DS3 Service and Features										Total Percentage Discount for this Cost Worksheet		Offer	Catalog	% Discount		
												\$63.00	\$77.00	18.2%		
15.2.4.3.b - Unsolicited Carrier DS3 Service and Features								* Note Extended prices based on 1 install, 12 months recurring and 2 changes					Catalog Reference Information			
	Unsolicited Product or Feature Name	Bidder's CALNET Product Identifier	Unit of measure	Offer Price				Catalog Price				% Discount	Bidder's Catalog Product Identifier	Reference document (name of catalog)	Location	Page
				Non-Recurring Charge	Monthly Recurring Charge	Charge per Change	Extended Price *	Non-Recurring Charge	Monthly Recurring Charge	Charge per Change	Extended Price *					
1	Widget	WGT	Each	\$15.00	\$1.50	\$10.00	\$53.00	\$18.00	\$2.00	\$10.00	\$62.00	15%	WGT	Brochure	Tab 1	12
2	Expedite	DS3E	Order	\$10.00	N/A	N/A	\$10.00	\$15.00	N/A	N/A	\$15.00	33%	Expedite	Brochure	Tab 3	2

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

Bidders shall use the Unsolicited tables provided in the Cost Worksheets, and shall only fill in the unshaded cells. Bidders must fill in all unshaded cells for each offered Unsolicited item; reliance upon the prices contained in the published catalog is insufficient. The definition of the elements in the Unsolicited cost tables (Non-Recurring Charge, Monthly Recurring Charge, Unit of Measure, and Charge per Change) are the same as those for the Mandatory cost tables as defined in Section 3.3.2.5.D, *Cost Worksheet Information*.

In addition to submitting the Cost Worksheets with the Final Bid, the Bidder must also submit, as part of its cost proposal, a dated copy of its published catalog(s) that includes the published product descriptions and published prices, for all Unsolicited items that will be scored per Section 4.2.6.4, *Scoring of Unsolicited Item Costs*. Such catalogs may be those of the Bidder, or may be of a manufacturer or supplier of the Unsolicited items from whom the Bidder will be obtaining the item. Any active Contract or state and/or federal published tariffs may be considered an acceptable form of a published catalog. A Bidder may submit more than one (1) catalog in order to confirm all Unsolicited offerings within a Category, but the Bidder shall only reference one (1) catalog per Unsolicited item. If the published catalog price list(s), or manufacturer's published price list, is in a separate document from the published catalog descriptions, Bidders must identify both referenced documents and locations in order to allow the State to confirm that the offered prices correspond to the Bidder's Unsolicited product or feature description. The catalog pricing document must also be publicly available, i.e., dated and published.

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

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

3.3.2.6 Catalog A (with Costs) – Final Bids Only

This Section 3.3.2.6 applies only to Section 3.3, *Final Bids*. Bidders are not required to submit a Catalog A without costs with their Draft Bid (refer to Section 3.2 for Draft Bid submission requirements).

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

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

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

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

Table 15.2.2.3 - Carrier DSO Services and Features							
	Feature Name	Unit of Measure	Feature Restrictions, Limitations and Additional Information	Non-Recurring Charge	Monthly Recurring Charge	Cost per Change	Change Charge Description
1	IntraLATA DSO Service	Channel Term					
2	InterLATA DSO Service	Channel Term					

Table 15.2.2.3.b - Unsolicited Carrier DSO Services and Features							
1							
2							

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

- Contractor's Description of Service, including required service description, features and additional features offered by the Contractor:** Provide a detailed overall summary of the services/features and identify service/feature configuration requirements including any special ordering requirements.
- Geographic Availability:** Describe where the service is geographically available. The "Geographic availability" provided for this field must match the State's requirements as described in the SOW Technical Requirements for the service.
- Service limitations and Restrictions:** Describe limitations and restrictions common to all service features. If the Bidder has no service limitations or restrictions, the Bidder shall indicate such by entering "none". Bidders are cautioned that any of the following limitations

or restrictions provided by the Bidder are unacceptable and may be considered a Material Deviation and disqualify the Bidder from possible Contract Award (this is not an all-inclusive list and is provided for example).

- a. Minimum monthly usage charges (see Section 67 of the RFQP General Provisions, *Charges*);
 - b. Requirements for a minimum order quantity for any service or feature;
 - c. Requirements for the Customers to commit to more than one (1) month's service; or,
 - d. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.
4. **Feature Restrictions, Limitations and Additional Information:** Identify all restrictions, limitations and other information that is uniquely associated with the offered item or feature (i.e., not common to all features), including specific dependencies and configuration requirements. Bidders are cautioned that any of the following limitations or restrictions provided by the Bidder are unacceptable and may be considered a Material Deviation and disqualify the Bidder from possible Contract Award (this is not an all-inclusive list and is provided for example).
- a. Minimum monthly usage charges (see Section 67 of the RFQP General Provisions, *Charges*);
 - b. Requirements for a minimum order quantity for any service or feature;
 - c. Requirements for the Customers to commit to more than one (1) month's service; or,
 - d. Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.
5. **Non-Recurring Charge:** Bidders shall enter the Non-Recurring Charge which must match those submitted in the Bidder's Cost Worksheets.
6. **Monthly Recurring Charge:** Bidders shall enter the Monthly Recurring Charge which must match those submitted in the Bidder's Cost Worksheets.
7. **Charge per Change:** Bidders shall enter the Charge per Change which must match those submitted in the Bidder's Cost Worksheets.
8. **Change Charge Description:** Describe what constitutes a change in terms of what defines the occurrence of the change, i.e., what activity represents the change and when the change is applicable. DO NOT INCLUDE ANY COSTS OR PRICING IN THIS DESCRIPTION.

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

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

3.3.2.7 Bid Submission Checklist

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

The State makes no warranty that the checklist is a full and comprehensive listing of every requirement specified in the IFB C4A1LEG18. Checking off the items on the checklist does not establish the Bidder's intent nor does it constitute responsiveness to the requirements.

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

4 BID EVALUATION

Final selection for a Contract Award will be based on the Bidder being responsive to the IFB C4A1LEG18 and the Bidder's best value score as described in this Section 4. Only a Bidder's Final Bid shall be used for Final Bid evaluation; Draft Bids shall not be used.

Each Category will be evaluated and awarded separately from every other Category. The distribution of evaluation points for each Category is as follows:

Table 5: Overall evaluation percentages and possible points

Evaluation group	Percentage	Possible Points
Administrative Requirements	Pass/Fail	n/a
Mandatory SOW Business and Technical Requirements	15%	1,500
Mandatory Scorable SOW Business and Technical Requirements (M-S)	5%	500
Cost	75%	7,500
Costs of Unsolicited Offerings	5%	500
Total:	100%	10,000

For each Category, all Bidders' scores will be averaged, subject to the details of Sections 4.2.9, *Determination of the Average Baseline*, and 4.2.10, *Determination of Bidder's Qualification for Award*, as follows:

- For Categories 15 and 18, each Bidder's total score that is not more than ten percent (10.0%) below the average of its Category's total scores will be qualified for an award.
- For Categories 16 and 17 each Bidder's total score that is not more than seven and one-half percent (7.5%) below the average of the Category's total scores will be qualified for an award.

The State retains the right, in its sole judgment to declare all Final Bids as Draft Bids in any Category, to not make awards in any Category, and/or to not include any individual Unsolicited item within any awarded Contract.

4.1 EVALUATION PROCEDURES

4.1.1 Evaluation Questions

During the evaluation and selection process, the State may request the Bidder to clarify any area of the Bidder's response that the State determines to be unclear. This request for clarification will not be an opportunity for the Bidder to substantially change its proposal, however, the clarification material will substitute the Bidder's response section identified in the State's request for clarification. The State may desire the presence of a Bidder's representative for answering specific questions, or may ask such questions in writing. During the evaluation of Final Bids the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to modify its bid except per Section 4.1.3, *Errors in the Final Bid* and Section 2.4.8, *Negotiations*. The State's evaluation questions and the Bidder's answers, and related follow-up correspondence, shall be confidential with each Bidder, and shall not be made public via posting on the State's website as is the case with general questions described in Section 2.1, *Communications and Contacts*. The State's questions may be responded to via email to the Procurement Official listed in Section 2.1.1. All statements made in the bidder's response are binding and contractual.

4.1.2 Review of Draft Bids

The submission of Draft Bids will allow the State to assess whether the Bidder's proposed solutions are responsive to the requirements of IFB C4A1LEG18's SOW and attempt to detect administrative or clerical errors and inconsistencies which, if contained in the Final Bid, may cause the Final Bid to be rejected. Draft Bids are Mandatory to be submitted but will not be scored. **Failure to submit a Draft Bid will disqualify a Bidder's Final Bid from being evaluated.**

Draft Bids received by the specified time and date will be opened and reviewed for detailed compliance with the requirements of IFB C4A1LEG18. Following the State's review of the Draft Bids, Bidders will be notified in writing of any defects found in order to facilitate their correction before the Final Bid submittal. The State makes no warranty that all such errors will be identified during the review of the Draft Bid or that such errors remaining in the Final Bid will not cause the Final Bid to be rejected. If the State finds it necessary, the State may call for revised Draft Bid submittals, or portions thereof.

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

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

4.1.3 Errors in the Final Bid

An error in the Final Bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain corrections. In determining if a correction will be made the State will consider the conformance of the bid to the format and content required by this IFB C4A1LEG18, and any unusual complexity of the format and content required by this IFB C4A1LEG18.

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

1. If the Bidder's intent is clearly established based on review of the complete Final Bid submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity through the process identified in Section 4.1.1, *Evaluation Questions* to validate the resulting correction.
3. It is absolutely essential that Bidders carefully review the cost elements in their Final Bid, since they will not have the option to correct errors after the time for submittal of the Final Bids.
4. The State may request clarification of items in the Bidder's response if the meaning is not clear to the State, utilizing the process identified in Section 4.1.1, *Evaluation Questions*. Responses to requests for clarification must be confirmed in writing by the Bidder as instructed by the State's Procurement Official at the time of the request.
5. In the event an ambiguity or discrepancy between any of the State's solicitation documents, is detected after the opening of bids, the State reserves the right to seek clarification and acceptance from the Bidder. Refer to Section 2.4.4, *IFB C4A1LEG18 Documents*, regarding immediate notification to the State contact when ambiguities, discrepancies, omissions, etcetera are discovered.
6. At the State's sole discretion it may declare all Final Bids of a Category to be Draft Bids. Bidders may not protest the State's determination of all Final Bids being declared Draft Bids. If all bids are declared to be Draft Bids, the State may issue an addendum to this IFB C4A1LEG18. Should this occur, confidential discussions may be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Bid to the State. This submission must conform to the requirements of the original IFB C4A1LEG18 as modified by any addenda. The new Final Bids will be evaluated as required by Section 4.2, *Evaluation of Final Bids*.

4.2 EVALUATION OF FINAL BIDS

4.2.1 Receipt and Validation of Documentation

All Final Bids received by the time and date specified in Section 2.2, *Key Action Dates*, will be opened and evaluated, except in such case a Final Bid is received from a Bidder which did not submit the Mandatory Draft Bid. If a Final Bid is received from a Bidder which did not submit the Mandatory Draft Bid, the bid will not be opened and the Bidder will be notified in writing by the

procurement official and arrangements will be made to return or destroy the Final Bid. No Final Bids will be accepted after the specified time and date.

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

4.2.2 Evaluation of Required Information

Final Bids must be complete in all respects as required by Section 3.3, *Final Bids*. A Final Bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Bid will be rejected if any such defect or irregularity constitutes a material deviation from the IFB C4A1LEG18 requirements as defined in Section 2.4.2, *Identification and Classification of IFB C4A1LEG18 Requirements*.

The State shall check each bid in detail to determine its compliance with the IFB C4A1LEG18 requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance. If a bid fails to meet an IFB C4A1LEG18 requirement, the State will determine if the deviation is material. A material deviation of a requirement in the Final Bid will cause rejection of the entire bid. The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. The State's waiver of any immaterial deviation or defect shall in no way modify the IFB C4A1LEG18 documents or excuse the Bidder from full compliance with the IFB C4A1LEG18 specifications if awarded the Contract.

4.2.2.1 Administrative Requirements Evaluation (Pass/Fail)

The State will review the Bidder's submitted Cover Letter, Exhibit 3, *Response to Administrative Requirements*, Exhibit 7, STD 213, *Standard Agreement – Telecommunications*, and all other applicable exhibits, to determine whether the bid contains valid responses to all of the Requirements set forth in Section 2.3, *Administrative Requirements*. A valid response must be provided for all requirements. If a bid lacks a valid response to any requirement, it may be considered a material deviation and may be rejected. Bids passing the administrative requirements evaluation will proceed to the SOW Business Requirements evaluation.

4.2.2.2 SOW Business Requirements Evaluation (Pass/Fail)

The State will review the Bidder's response to the SOW Business Requirements to determine whether the bid contains valid responses to all of the Mandatory SOW Business Requirements in accordance with the specific instructions in Section 3.3.2.1, *SOW Mandatory Business and Technical Requirements*. A valid response must be provided for all requirements, **except where noted as not applicable**, e.g., SOW Business Requirements Section B.11.2.2, *Transition-In Plan*. If a bid lacks a valid response to any requirement (marking "No" or "N" to a Mandatory requirement or providing incomplete or conditional description(s)), it WILL be considered nonresponsive and WILL be rejected. Bids passing the pass/fail SOW Business Requirements evaluation will proceed to the SOW Technical Requirements evaluation.

4.2.2.3 Technical Requirements Evaluation (Pass/Fail)

The State will review the Bidder's response to the SOW Technical Requirements to determine whether the bid contains valid responses to all of the Mandatory SOW Technical Requirements in accordance with the specific instructions in Section 3.3.2.1, *SOW Mandatory Business and Technical Requirements*. A valid response must be provided for all requirements. If a bid lacks a valid response to any requirement (marking "No" or "N" to a Mandatory requirement or providing incomplete or conditional description(s)), it WILL be considered nonresponsive and WILL be rejected. Bids passing the pass/fail SOW Technical Requirements evaluation will proceed to the Unsolicited SOW Technical Requirements evaluation.

4.2.3 Unsolicited Items Technical Evaluation

All Bidders who offer Unsolicited items shall have those items reviewed by the State to determine if they are in scope with their associated SOW Mandatory requirements in accordance with the specific instructions in Section 3.3.2.2, *Unsolicited Offerings*. Any offered Unsolicited individual item deemed by the State to be in conflict with SOW Mandatory requirements, out of scope, insufficiently described, or otherwise not in the best interests of the State shall be disqualified from the offering. Offered Unsolicited items that are dependent upon a different disqualified individual Unsolicited offering shall also be disqualified. Unsolicited items may be rejected by the State up to 120 Business Days after award. See Section 5.2, *Removal of Unsolicited Items*.

Disqualification of Unsolicited offerings, or the failure of a Bidder to offer any Unsolicited items, shall not jeopardize the Bidder's Category bid except to the degree that it affects the Bidder's evaluated Unsolicited cost points per Section 4.2.6.4, *Scoring of Unsolicited Item Costs*; unless the Bidder has stated that the disqualified Unsolicited item is required in order for a Mandatory item to be functional, in which case the disqualification of the Unsolicited item could create a failure of the Mandatory item. The determination of acceptance or disqualification of individual Unsolicited items shall be the sole right of the State, shall not need justification, and is not subject to protest by any Bidder. The technical evaluation of Unsolicited items shall not be scored for non-cost points.

4.2.4 Scoring of SOW Business and Technical Requirements

Those Bidders that have passed the evaluation of all required information of IFB C4A1LEG18 as described in Section 4.2.2, *Evaluation of Required Information*, will have their responses to the SOW's Business and Technical Requirements scored as described below.

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

All Bidders in compliance with all Mandatory SOW Business and Technical Requirements of the SOW per Section 4.2.2.2, *SOW Business Requirements Evaluation (Pass/Fail)*, and Section 4.2.2.3, *Technical Requirements Evaluation (Pass/Fail)*, shall receive 1,500 earned points. Any Bidder who is compliant with the SOW Business Requirements but not compliant with the SOW Technical Requirements will not receive points and will be disqualified from the procurement for

that Category. Any Bidder who is not compliant with the SOW Business Requirements will be disqualified from contract award.

4.2.4.2 Mandatory Scorable (M-S) SOW Business and Technical Requirements

All Bidders who are found to be in compliance with all of the Mandatory Scorable (M-S) requirements of the SOW Business and Technical Requirements shall also have their responses to committing to level of performance scored for a maximum of 500 earned points.

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

Table 6: MS Scoring Criteria

Performance Level Selected	Percentage of Possible Score
Premier	100.0%
Standard	85.0%
Basic	50.0%

When a (M-S) item only allows Bidders to commit to either the Standard or the Basic performance levels, then only in those instances the Standard level commitment will be scored at one hundred percent (100.0%), and the Basic level commitment will be scored at eighty-five (85%), of the potential (M-S) score.

The potential earned points of each Category's (M-S) items are depicted in the following four (4) tables.

Table 7: Maximum M-S points for Category 15, Dedicated Transport

Category 15 – Dedicated Transport		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
15.4.8.1	Availability (110)	
	DS0	13.3
	DS1	31.2
	DS3	41.4
	ISDN PRI	24.1
15.4.8.2	Catastrophic Outage 1 (41)	
	DS0	5.0
	DS1	11.6
	DS3	15.4
	ISDN PRI	9.0

Category 15 – Dedicated Transport		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
15.4.8.3	Catastrophic Outage 2 (30)	
	DS0	3.6
	DS1	8.5
	DS3	11.3
	ISDN PRI	6.6
15.4.8.4	Catastrophic Outage 3 (13)	
	DS0	1.6
	DS1	3.7
	DS3	4.9
	ISDN PRI	2.8
15.4.8.5	Excessive Outage (42)	
	DS0	5.1
	DS1	11.9
	DS3	15.8
	ISDN PRI	9.2
15.4.8.7	Provisioning (84)	
	DS0	14.8
	DS1	19.5
	DS3	28.2
	ISDN PRI	21.5
15.4.8.8	Time to Repair (TTR) (99)	
	DS0	12.0
	DS1	28.1
	DS3	37.2
	ISDN PRI	21.7
L.14.2.3	Report Timeliness and Accuracy (54)	
	Timeliness and Accuracy	54.0
L.14.2.5	Tool Availability (27)	
	Availability	27.0
Category 15, Maximum Possible (M-S) Points:		500.0

Table 8: Maximum M-S points for Category 16, Long Distance Calling

Category 16, Long Distance Calling		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
16.4.8.1	Availability (74)	
	DS1	24.6
	DS3	26.5
	ISDN PRI	22.9

Category 16, Long Distance Calling		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
16.4.8.2	Catastrophic Outage 1 (62)	
	Long Distance Network Access Transport	62.0
16.4.8.3	Catastrophic Outage 2 (60)	
	Long Distance Network Access Transport	31.8
	Long Distance Domestic Calling	28.2
16.4.8.4	Catastrophic Outage 3 (26)	
	Long Distance Network Access Transport	13.8
	Long Distance Domestic Calling	12.2
16.4.8.5	Excessive Outage (60)	
	Long Distance Network Access Transport	23.7
	Long Distance Domestic Calling	27.6
	Audio Conferencing	8.7
16.4.8.7	Provisioning (54)	
	Long Distance Domestic Calling	18.8
	LD DS1 Access Transport	15.2
	LD PRI on DS1 Access Transport	8.7
	LD DS3 Access Transport	11.3
16.4.8.9	Time to Repair (TTR) - LD Domestic/Audio Conferencing (44)	
	Long Distance Domestic Calling	29.3
	Audio Conferencing	14.7
16.4.8.10	Time to Repair (TTR) (41)	
	Long Distance Network Access Transport	41.0
L.13.2.3	Report Timeliness and Accuracy (53)	
	Timeliness and Accuracy	53.0
L.14.2.5	Tool Availability (26)	
	Availability	26.0
Category 16, Maximum Possible (M-S) Points:		500.0

Table 9: Maximum M-S points for Category 17, Toll Free Voice Calling

Category 17, Toll Free Voice Calling		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
17.4.8.1	Availability (95)	
	DS1	34.2
	DS3	42.8
	ISDN PRI	18.0
17.4.8.2	Catastrophic Outage 1 (57)	
	Toll-Free Network Access Transport	57.0
17.4.8.3	Catastrophic Outage 2 (38)	
	Toll-Free Network Access Transport	27.0

Category 17, Toll Free Voice Calling		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
	Toll-Free Domestic Service	11.0
17.4.8.4	Catastrophic Outage 3 (18)	
	Toll-Free Network Access Transport	13.0
	Toll-Free Domestic Service	5.0
17.4.8.5	Excessive Outage (54)	
	Toll-Free Network Access Transport	32.0
	Toll-Free Domestic Services	22.0
17.4.8.7	Provisioning (47)	
	Toll Free Domestic Service	4.7
	Dedicated DS1 Access Transport	14.1
	Dedicated DS3 Access Transport	14.1
	ISDN PRI on DS1 Access Transport	14.1
17.4.8.8	Time to Repair (TTR) - Toll Free Domestic (94)	
	Toll-Free Domestic Service Types	94.0
17.4.8.9	Time to Repair (TTR) - Toll-Free Network Access Transport (17)	
	Toll-Free Network Access Transport	17.0
L.14.2.3	Report Timeliness and Accuracy (54)	
	Timeliness and Accuracy	54.0
L.14.2.5	Tool Availability (26)	
	Availability	26.0
Category 17, Maximum Possible (M-S) Points:		500.0

Table 10: Maximum M-S points for Category 18, Legacy Telecommunications

Category 18, Legacy Telecommunications		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
18.5.8.1	Availability (18)	
	Analog	18.0
18.5.8.2	Met Appointments (28)	
	ISDN BRI	28.0
18.5.8.3	Catastrophic Outage 1 (63)	
	Analog	11.1
	Business Access Lines	12.8
	Central Office Exchange Services	14.1
	Central Office Trunk Service	7.7
	IntraLATA Local Calling	10.1
	Voice Mail Services	7.2
18.5.8.4	Catastrophic Outage 2 (36)	
	Analog	5.4

Category 18, Legacy Telecommunications		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
	Business Access Lines	6.5
	Central Office Exchange	7.4
	Central Office Trunk Service	4.5
	ISDN BRI	5.0
	IntraLATA Local Calling	4.2
	Voice Mail Services	3.0
18.5.8.5	Catastrophic Outage 3 (31)	
	Analog	4.8
	Business Access Lines	5.7
	Central Office Exchange Services	6.5
	Central Office Trunk Service	4.0
	ISDN BRI	3.3
	IntraLATA Local Calling	3.9
	Voice Mail	2.8
18.5.8.6	Excessive Outage (53)	
	Analog	8.3
	Business Access Line	8.8
	Central Office Exchange Services	11.3
	Central Office Trunk Service	9.0
	ISDN BRI	6.0
	IntraLATA Local Calling	5.4
	Voice Mail	4.2
18.5.8.8	Mean Time To Repair (32)	
	Business Access Line	6.4
	Central Office Exchange Services	6.4
	Central Office Trunk Service	6.4
	IntraLATA Local Calling	6.4
	Voice Mail	6.4
18.5.8.10	Provisioning (40)	
	Analog	4.0
	Business Access Lines	5.1
	Central Office Exchange Services	7.5
	Central Office Trunk Service	6.2
	Extended Demarcation Wiring Services	3.1
	ISDN BRI	3.4
	IntraLATA Local Calling	3.4
	Station Cabling Services	3.0
	Voice Mail	3.1

Category 18, Legacy Telecommunications		
SOW Section Number and Title	(max points)	Maximum Points
	Scorable item	
	Expedite	1.2
18.5.8.11	Time to Repair (TTR) (26)	
	Analog	15.0
	ISDN BRI	11.0
18.5.8.12	Time to Repair (TTR) - IntraLATA Local Calling (47)	
	1 to 25 End-Users	9.4
	26 to 50 End-Users	14.1
	Greater than 50 End-Users	23.5
L.14.2.3	Report Timeliness and Accuracy (94)	
	Timeliness and Accuracy	94.0
L.14.2.5	Tool Availability (31)	
	Availability	31.0
Category 18, Maximum Possible (M-S) Points:		500.0

4.2.4.1 Earned DVBE Incentive Points

The percentage of confirmed and qualified DVBE participation shall generate a percentage of the total available cost and non-cost points for each Bidder. Since there are 10,000 total potential points, the percentages depicted in Section 2.3.16, *DVBE Program and Incentive*, Table 2, DVBE Incentive Scale, result in the Bidder earning the DVBE Incentive points according to the Table 11 below.

Table 11: DVBE Incentive Percentages and Points

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

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

An example of DVBE incentive point allocation among four (4) Bidders of Category 15 is provided below for illustrative purposes only:

Table 12: Example of Earned DVBE Points¹¹

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

4.2.4.2 Total Non-Cost Points

Within each Category, each compliant Bidder's total awarded non-cost points will be computed by generating the Bidder's sum total of earned non-cost points by adding together:

- The 1,500 points earned for Mandatory pass/fail compliance
- The points earned from the scoring of (M-S) items
- The earned DVBE Incentive points

The following example is offered for illustrative purposes only:

1) Generating the Bidder's sum total of earned non-cost points for Category 15:

Table 13: Example of step 1 of determining the total awarded non-cost points

<i>Bidder</i>	<i>Mandatory and (M-S) pass/fail points</i>	<i>plus</i>	<i>Scored (M-S) points</i>	<i>plus</i>	<i>DVBE Incentive points</i>	<i>equals</i>	<i>Total earned non-cost points</i>
A	1,500	+	500	+	0	=	2,000
B	1,500	+	421	+	175	=	2,096
C	1,500	+	342	+	100	=	1,942
D	1,500	+	237	+	0	=	1,737

4.2.5 Public Cost Opening

After the evaluation of Category bids as described in IFB C4A1LEG18 Sections 4.2.1, *Receipt and Validation of Documentation*, through 4.2.4, *Scoring of SOW Business and Technical*

¹¹ All calculated numbers in the examples provided throughout Section 4.2, *Evaluation of Final Bids*, are shown as rounded only for illustrative clarity.

Requirements, costs (bid Volume 3) will be opened for compliant bids without material deviations. Costs will not be opened for noncompliant Bidders with material deviations.

All participating Bidders shall be notified by email the time, date, and location of the public cost opening. A notice will also be posted on Cal eProcure. At the time of the public cost opening, the State will note the name of the Bidder, the Category(s) bid, the total earned non-cost points, and the Total Ten (10) Year Cost from the Cost Summary tab of each Category's Cost Workbook. The information will be shown to all Bidders and the public in attendance at the cost opening. In addition, this information will be available to persons who request in writing to the Procurement Official listed in Section 2.1.1.

4.2.6 Cost Worksheet Evaluation

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

- a. Cost Worksheets
- b. Cost Supporting Literature (only required if offering Unsolicited priced items)
- c. Catalog A (with Costs) per Section 3.3.2.6, *Catalog A (with Costs – Final Bids Only)*

The evaluation of costs shall be based on the instructions contained in the cost sheets and in accordance with Section 3.3.2.5, *Cost Worksheet Information*.

The Cost Worksheets will be checked for completion, mathematical accuracy, and free from deviations. The Bidder's grand total for one (1) year's costs shall be confirmed for each Category bid. The total annual cost of each Bidder will be multiplied by ten (10), representing the approximate total potential number of years of each Contract.

4.2.6.1 Catalog A (with Cost) Evaluation

The Bidders' Catalog A (with Costs) will be checked for completion, accuracy, and free from deviations. The State will review the costs contained in the Catalog A for each line item to confirm they are identical to the corresponding line item in the Cost Worksheet. Additionally, the State will review the Bidder's Catalog A for compliance as stated in Section 3.3.2.6, *Catalog A (with Costs) – Final Bids Only*. If any information provided by the Bidder in response to a Mandatory item in Catalog A conflicts with IFB C4A1LEG18's associated SOW Mandatory requirement(s), the Catalog A submitted information will be determined by the State to be a material deviation, and will cause the bid to be rejected.

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

4.2.6.2 Adjustment of Costs for TACPA

In evaluating bids, the State will give preferences in accordance with the law for Bidders who are California home based and who successfully claim preferences under the Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in IFB C4A1LEG18 Section 2.3.18. Where a TACPA preference is claimed, the State will verify eligibility for the preference and evaluate and apply the preference in accordance with law and established procedures.

Available evaluation preferences under TACPA limited to nine percent (9%) of the lowest total bid cost or \$50,000, whichever is less. The lowest total bid cost shall be the total ten-year cost of the Mandatory cost items summed from the Bidder's cost sheets for the Category being evaluated.

The following example illustrates potential cost evaluation adjustments for optional TACPA compliance:

In Category 15, Bidder A has qualified for a five percent (5%) worksite preference for TACPA compliance (not to exceed \$50,000). Because five percent (5%) of the lowest total cost of \$38,000,000 exceeds \$50,000, Bidder A's costs are only reduced by \$50,000 to \$46,950,000. No TACPA preferences are claimed by any other Bidders.

Table 14: Example of adjusting for TACPA preferences

<i>Bidder</i>	<i>Bidder's total ten-year cost before adjustments</i>	<i>times</i>	<i>Total TACPA, percentage earned</i>	<i>equals</i>	<i>Cost reduction (to a maximum of \$50,000 each or \$100,000 combined)</i>	<i>equals</i>	<i>Adjusted total (M) costs</i>
A	\$47,000,000	x	-5.0%	=	-\$50,000	=	\$46,950,000
B	\$40,000,000	x	0.0%	=	-\$0	=	\$40,000,000
C	\$38,000,000	x	0.0%	=	-\$0	=	\$38,000,000
D	\$56,000,000	x	0.0%	=	-\$0	=	\$56,000,000

4.2.6.3 Scoring of Costs of Mandatory Requirements

Each Category's Bidder with the lowest total ten-year cost for all Mandatory items, adjusted as appropriate for TACPA preferences, will receive 7,500 earned points. All other compliant Bidders in that Category will receive a portion of the 7,500 earned points relative to the percentage that its cost, adjusted as appropriate for TACPA preferences, is compared to the lowest cost, using the following formula:

The lowest adjusted Mandatory cost of all Bidders ÷ by the Bidder's adjusted Mandatory costs x 7,500 points = the Bidder's earned points for Mandatory costs

Using the same four (4) Bidders of the previous examples, the following cost evaluation example for Category 15 is offered for illustrative purposes only:

Table 15: Example of scoring of costs of Mandatory requirements

<i>Bidder</i>	<i>Bidder's total adjusted Mandatory cost</i>	<i>Ratio of the lowest Mandatory cost to the Bidder's cost</i>	<i>equals</i>	<i>Percent earned</i>	<i>times</i>	<i>Total possible Mandatory cost points</i>	<i>equals</i>	<i>Earned Mandatory cost points</i>
A	\$46,950,000	$\frac{\$38,000,000}{\$46,950,000}$	=	80.94%	x	7,500	=	6,070
B	\$40,000,000	$\frac{\$38,000,000}{\$40,000,000}$	=	95.00%	x	7,500	=	7,125
C	\$38,000,000	$\frac{\$38,000,000}{\$38,000,000}$	=	100.00%	x	7,500	=	7,500
D	\$56,000,000	$\frac{\$38,000,000}{\$56,000,000}$	=	67.86%	x	7,500	=	5,089

4.2.6.4 Scoring of Unsolicited Item Costs

The total possible score available for Unsolicited items is 500 points. Bids will be scored based upon their cumulative discount from their published catalog prices for those offered Unsolicited items acceptable to the State compared to the cumulative discount relative to other bids. In offering their Unsolicited items, Bidders shall use the cost response format contained in IFB C4A1LEG18's Cost Worksheets for every Unsolicited item offered by the Bidder per the instructions for Unsolicited items in IFB C4A1LEG18 Section 3.3.2.5, *Cost Worksheet Information*, under "UNSOLICITED ITEMS". The State will not include in its cost evaluation of Unsolicited items those offered Unsolicited items that were disqualified by the State during the process described in IFB C4A1LEG18 Section 4.2.3, *Unsolicited Items Technical Evaluation*.

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

- Each item offered by the Bidder and accepted by the State for evaluation scoring must be found in a catalog that includes a name or description equivalent to that offered by the Bidder in its CALNET Legacy 4 offer.
- For cost evaluation purposes, a quantity of one (1) per Unsolicited item per year will be used. The catalog price of each offered Unsolicited item used for evaluation purposes shall be the sum of the following published catalog sub-cost quantities and elements:¹²
 - One (1) one-time costs (e.g., installation cost)
 - Twelve (12) monthly recurring charges
 - Two (2) cost per change
- Any sub-cost elements of any offered Unsolicited item that are not priced in the Bidder's published catalog, or that cannot be found by the State in the catalog, shall be assumed to have a zero catalog price for that sub-cost element. If a discrepancy is found between a catalog price entered in the Cost Worksheet by the Bidder compared to the price shown in the Bidder's catalog, the price published in the catalog shall be used to represent the worksheets' catalog price, and the State may correct the catalog price entered by the Bidder.

¹² As defined in Section 3.3.2.5, *Cost Worksheet Information*.

4. The total price per individual Unsolicited item offered for CALNET Legacy 4 shall not exceed the total catalog price of that item using the above catalog sub-cost quantities and elements (3.a, b, and c above).
5. Offered Unsolicited items that exceed their published catalog price or that are, in the sole opinion of the State,¹³ to be above the market price for similar products or services, or would impose unacceptable direct, indirect or hidden program costs to the State or to the CALNET Customers, or are otherwise not in the interests of the State or its Customers, may be eliminated from further consideration for evaluation or award.
6. Unsolicited items offered with a CALNET Legacy 4 total price of zero dollars (\$0.00), will be accepted regardless whether or not the item is offered in the Bidder's published catalog, if the item has not been eliminated in the technical review of Unsolicited items as described in Section 4.2.3, Unsolicited Items Technical Evaluation.
7. Unsolicited items offered with a CALNET Legacy 4 total price of zero dollars (\$0.00) that are not offered in the Bidder's published catalog, or are offered in the catalog at no cost, shall not be included within the calculation of average percentage discount.
8. The sum-total of the Bidder's Model total extended costs of all offered and accepted CALNET Legacy 4 Unsolicited items per Category shall be compared against the sum-total of the Bidder's Model total extended catalog prices of all offered and accepted Unsolicited items per Category to generate the overall percentage discount from the Bidder's catalog price, using the following formula:

$$\text{(Bidder's total catalog price – Bidder's total offered CALNET Legacy 4 price)} \div \text{by Bidders total catalog price} = \text{Bidder's overall percentage discount.}$$

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

$$\text{Bidder's overall percentage discount} \div \text{by the highest overall discount of all Bidders} \times 500 \text{ points} = \text{Bidder's earned Unsolicited item points.}$$

11. The following example of earned Unsolicited item cost points for Category 15 is offered for illustrative purposes only:

¹³ Because the item has not been solicited by the State, the State's opinion regarding acceptance or disqualification shall not need justification, and is not subject to protest by any Bidder.

Table 16: Example of scoring Unsolicited item costs

<i>Bidder</i>	<i>Bidder's sum total percentage discount</i>	<i>Ratio of the Bidder's % to the highest %</i>	<i>equals</i>	<i>Percent earned</i>	<i>times</i>	<i>Total possible Unsolicited cost points</i>	<i>equals</i>	<i>Earned Unsolicited cost points</i>
A	15%	n/a*	=	0.00%	x	500	=	0
B	26%	$\frac{26\%}{40\%}$	=	65.00%	x	500	=	325
C	33%	$\frac{33\%}{40\%}$	=	82.50%	x	500	=	412
D	40%	$\frac{40\%}{40\%}$	=	100.00%	x	500	=	500

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

4.2.6.5 Total Cost Points

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

1. Generating the Bidder's sum total of earned cost points by adding together:
 - a. The total cost points earned for Mandatory items, adjusted for TACPA preferences
 - b. The total cost points earned for Unsolicited items
2. The Bidder with the highest sum total of earned cost points will be awarded 8,000 final cost points. Every other compliant Bidder will be awarded a portion of the 8,000 points relative to its sum total of earned cost points compared to the highest sum total of earned cost points of all Bidders, using the following formula:

The Bidder's sum total of cost earned points ÷ by the highest sum total of cost earned points of all Bidders x 8,000 points = the Bidder's final awarded total cost points.

Continuing to use the example of the same four (4) Bidders of Category 15, the following is offered for illustrative purposes only:

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

Table 17: Example of step 1 of determining total cost points

<i>Bidder</i>	<i>Earned Mandatory cost points, adjusted</i>	<i>plus</i>	<i>Earned Unsolicited cost points</i>	<i>equals</i>	<i>Total earned cost points</i>
A	6,070	+	0	=	6,070
B	7,125	+	325	=	7,450
C	7,500	+	412	=	7,912
D	5,089	+	500	=	5,589

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

Table 18: Example of step 2 of determining total cost points

<i>Bidder</i>	<i>Bidder's total earned cost points</i>	<i>Ratio of the Bidder's earned cost points to the highest earned points</i>	<i>equals</i>	<i>Percent earned</i>	<i>times</i>	<i>Total possible cost points</i>	<i>equals</i>	<i>Awarded Total cost points</i>
A	6,070	$\frac{6,070}{7,912}$	=	76.72%	x	8000	=	6,138
B	7,450	$\frac{7,450}{7,912}$	=	94.16%	x	8,000	=	7,533
C	7,912	$\frac{7,912}{7,912}$	=	100.00%	x	8,000	=	8,000
D	5,589	$\frac{5,589}{7,912}$	=	70.64%	x	8,000	=	5,651

4.2.7 Total Awarded Points Adjusted for Small Business Preference

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

1. Generating the Bidder's sum total of awarded points by adding together:
 - a. The total awarded non-cost points
 - b. The total awarded cost points
2. Adjusting the sum total of awarded points by adding five percent (5%) Small Business Preference earned as described in Section 2.3.15, *Small Business Preference*. The Small Business Preference adds five percent (5%) of the highest score of all non-Small Business Bidders to the score of every Bidder who claims and receives the Small Business preference.

Continuing to use the example of the same four (4) Bidders of Category 15, the following is offered for illustrative purposes only:

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

Table 19: Example step 1 of determining total awarded points

<i>Bidder</i>	<i>Total awarded non-cost points</i>	<i>plus</i>	<i>Total awarded cost points</i>	<i>equals</i>	<i>Sum Total of awarded points</i>
<i>A</i>	<i>1,908</i>	<i>+</i>	<i>6,138</i>	<i>=</i>	<i>8,046</i>
<i>B</i>	<i>2,000</i>	<i>+</i>	<i>7,533</i>	<i>=</i>	<i>9,533</i>
<i>C</i>	<i>1,853</i>	<i>+</i>	<i>8,000</i>	<i>=</i>	<i>9,853</i>
<i>D</i>	<i>1,657</i>	<i>+</i>	<i>5,651</i>	<i>=</i>	<i>7,308</i>

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

In this example the five percent (5%) preference claimed by Bidder A (a non-small business that commits to subcontract at least twenty-five (25%) of the value of ordered services to identified DGS certified Small Businesses) is derived by multiplying the highest sum total of awarded points of all Bidders that are non-DGS certified Small Businesses times five percent (5%), as: 9,853 x 0.05 = 493 points.

Table 20: Example step 2 of determining total awarded points

<i>Bidder</i>	<i>Sum Total of awarded points</i>	<i>Is the Bidder a DGS certified SB?</i>	<i>Did the Bidder claim a SB preference?</i>	<i>Awarded SB points</i>	<i>equals</i>	<i>Final Total Awarded Points</i>
<i>A</i>	<i>8,046</i>	<i>No</i>	<i>Yes</i>	<i>493</i>	<i>=</i>	<i>8,539</i>
<i>B</i>	<i>9,533</i>	<i>No</i>	<i>No</i>	<i>0</i>	<i>=</i>	<i>9,533</i>
<i>C</i>	<i>9,853</i>	<i>No</i>	<i>No</i>	<i>0</i>	<i>=</i>	<i>9,853</i>
<i>D</i>	<i>7,308</i>	<i>No</i>	<i>No</i>	<i>0</i>	<i>=</i>	<i>7,308</i>

4.2.8 Adjustments for Exclusion of Mandatory and Unsolicited Items

The State has the right to not award any portion of the IFB C4A1LEG18's solicitation. If the State determines not to award any Mandatory or Unsolicited item offered that the State has not previously eliminated from evaluation, the State will remove the excluded item from potential award of that Category and will make corresponding adjustments to all of the Category Bidders' evaluations based on the evaluation processes identified in Section 4.2, *Evaluation of Final Bids*, unless the exclusion of an Unsolicited item occurred after award per Section 5.2, *Removal of Unsolicited Items*.

4.2.9 Determination of the Average Baseline

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

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

Continuing the example of the four (4) Bidders of Category 15, the average baseline is calculated as follows:

Table 21: Example of determining the average baseline

<i>Bidder</i>	<i>Final Total Awarded Points</i>	<i>Are the highest points greater than 15% more than the next highest points?</i>	<i>Are the lowest points less than 15% below the next lowest points?</i>	<i>Points used to establish the average baseline</i>
<i>A</i>	8,539	N/A	N/A	8,539
<i>B</i>	9,533	N/A	N/A	9,533
<i>C</i>	9,853	No*	N/A	9,853
<i>D</i>	7,308	N/A	No**	7,308
<i>Sum total points of all awarded points used to establish the baseline:</i>				35,233
<i>Number of bids used to establish the baseline:</i>				4
<i>Average baseline (35,233 ÷ 4):</i>				8,808

* Is 9,853 fifteen percent (15%) greater than 9,533?

** Is 7,308 fifteen percent (15%) lower than 8,539?

4.2.10 Determination of Bidder's Qualification for Award

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

1. For Categories 16 and 17, if a Bidder's Final Total Awarded Points are not more than seven-and-a-half percent (7.5%) below the average baseline of the Category, the Bidder will be qualified for an award in the Category.

2. For Categories 15 and 18, if a Bidder's Final Total Awarded Points are not more than ten percent (10%) below the average baseline of its Category, the Bidder will be qualified for an award in that Category.

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

If a Bidder's points are below the threshold and if the Bidder is a DGS certified Small Business, the evaluation processes of Sections 4.2.6, *Cost Worksheet Evaluation*, and 4.2.7, *Total Awarded Points Adjusted for Small Business Preference*, will be reviewed to determine if the application of any TACPA preferences points resulted in the displacement of the Bidder. If the Bidder was displaced only for that reason, the Bidder will be qualified for award.

However, a firm that receives a five percent (5%) Small Business Subcontractor preference that is not a DGS certified Small Business per Section 2.3.15 may be displaced by the application of the TACPA preferences.

Continuing the example of the four (4) Bidders of Category 15:

Assuming the minimum point threshold for award is calculated by multiplying the average baseline of 8,808 points times eighty-five percent (85.0%) (or $8,808 - [8,808 \times 0.150]$) to establish a threshold of 7,487 points.

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

Table 22: Example of determining Bidder's qualification for award

<i>Bidder</i>	<i>Final Total Awarded Points</i>	<i>Minimum point threshold</i>	<i>Are the Bidder's points greater than the threshold?</i>	<i>Did TACPA preferences prevent an award?</i>	<i>Is the Bidder eligible for award?</i>
<i>A</i>	8,539	7,487	Yes	n/a	Yes
<i>B</i>	9,533	7,487	Yes	n/a	Yes
<i>C</i>	9,853	7,487	Yes	n/a	Yes
<i>D</i>	7,308	7,487	No	No	No

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

5 AWARD AND EXECUTION

5.1 AWARD OF CONTRACTS

Award of Contracts, if made, will be in accordance with Section 4, *Bid Evaluation*, to responsible Bidders whose Final Bid complies with all the requirements of IFB C4A1LEG18's documents and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within 120 calendar days after the scheduled date for Contract Award specified in Section 2.2, *Key Action Dates*; however, a Bidder may extend the offer beyond 120 calendar days in the event of a delay of Contract Award.

The State reserves the right to determine the successful Bidder(s) either on the basis of individual items or on the basis of all items included in this IFB C4A1LEG18, unless otherwise expressly provided in IFB C4A1LEG18.

Unless the Bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part, IFB C4A1LEG18.

5.2 REMOVAL OF UNSOLICITED ITEMS

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

5.3 DEBRIEFING

At the State's sole option, a debriefing may be held within three (3) months after Contract Award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Bid. A debriefing is not the forum to challenge IFB C4A1LEG18's specifications, requirements or awards.

5.4 CONTRACT DOCUMENTS

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

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

5.5 AUTHORIZATION TO EXECUTE AGREEMENT

Awarded Contracts signed by the Contractor shall not become effective until signed by the California Department of Technology. An awarded Contractor shall not begin implementation, i.e. selling services or accepting Customer orders, until the CALNET CMO authorizes the Contractor in writing to do so, naming a specific implementation start date for such activities. The CALNET CMO reserves the right to delay a Contractor's implementation of sales and services of an awarded Contract to the extent determined by the CALNET CMO to be in the State's interest, including for submission of Catalog B as described below in Section 5.5.1; final clarification and CALNET CMO approval of Catalog A (with costs) and Catalog B content as necessary; and confirmation of compliance with FCC and/or CPUC regulations as required by Section 10, *Compliance with Statutes and Regulations*, of the General Provisions – Telecommunications, as applicable.

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

5.5.1 Catalog B – Final List of Awarded Items Including State Administrative Fees

The Catalog B is required to be created and submitted by the Contractor after award and will be used by the Contractor and the State to indicate the Contractor's maximum offered pricing to the Customers, and be included on the Contractor's CALNET Legacy 4 Public Website per the SOW Business Requirements Section L.10.1.2, *Contractor's CALNET Public Website Functionality*. This Catalog B is identical to the final Catalog A accepted by the State, except:

1. The State may require that columns or other information are added by the Bidder, including but not limited to a column indicating whether the State mandates that State agencies acquire the item from CALNET Legacy 4 Contracts.
2. The State may require that the descriptions and information in the Catalog be edited as deemed necessary by the State to promote clarity of meaning to the Customers.
3. The prices shown shall include the State's administrative fee.

The CALNET CMO will notify awarded Contractor(s) of the percentage Administrative Fees for each cost element per line item that the Bidder must add to its prices shown in Catalog A (with costs). In most cases these administrative fee percentages will only be applied to the monthly recurring costs. The CALNET CMO may require the Contractor to change the Associated Administrative Fee percentages at any time.

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

6 ATTACHMENTS

The following attachments to this Part 1 of IFB C4A1LEG18 are informational and do not need to be returned by the Bidders:

Attachment 1 – Bid Submission Checklist. Per Section 3.3.2.7, this attachment is not guaranteed to include all necessary items.

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

Attachment 3 – Form for Requesting Changes. Bidders are requested to use this form when submitting requests for changes to the IFB C4A1LEG18 requirements per Section 2.1.3, *Request for Changes to the Solicitation Document*.

Attachment 4 – Contents of Bidders'/Contractors' Library. This Attachment contains a list of the items located in the Bidders' Library.

ATTACHMENT 1 – BID SUBMISSION CHECKLIST

Page 1 of 2

Has your firm submitted the following pre-bid information?

- ☐ Exhibit 1, Intent to Bid form
- ☐ Exhibit 2, Confidentiality Statement
- ☐ Exhibit 15, Bidders' Library Access Request

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

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

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

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

Required IFB submittals

- ☐ Cover letter with original signature and information specified in Section 2.3.6
- ☐ Exhibit 2: Confidentiality Statement (if not previously submitted)
- ☐ Exhibit 3: Response to Administrative Requirements
- ☐ Exhibit 4: Workers' Compensation Certification
- ☐ Exhibit 5: Darfur Contracting Act of 2008
- ☐ Exhibit 6: Iran Contracting Act of 2010
- ☐ Exhibit 7: STD 213, Standard Agreement – Telecommunications
- ☐ Exhibit 8: California Civil Rights Laws Certification
- ☐ Exhibit 9: Secretary of State Certification

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

Required SOW submittals

- ☐ SOW Business Requirements response

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

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

Required Exhibits

- ☐ Exhibit 10: Bidding Preferences and Incentives
- ☐ Exhibit 12: GSPD 05-105, Bidder Declaration

Preference/Incentive Exhibits (only required as indicated)

- ☐ Exhibit 11: STD 843, DVBE Declarations (required if claiming a DVBE incentive per Section 2.3.16.)
- ☐ Exhibit 13: STD 830, TACPA Preference Request (required if claiming TACPA preference per Section 2.3.18.)
- ☐ Exhibit 14: Commercially Useful Function (required if claiming a Small Business contracting/subcontracting preference or DVBE contracting/subcontracting incentive per Section 2.3.17.)

ATTACHMENT 1 – BID SUBMISSION CHECKLIST

Page 2 of 2

Required SOW Submittals

☐ SOW Technical Requirements response

▪ **Volume 3 – Cost Information (sealed soft copy only)**

☐ SOW Cost Worksheets

☐ Published catalog(s) required to support Unsolicited product descriptions and price offerings, if any

☐ Catalog A (with costs)

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

ATTACHMENT 2 – FORM FOR SUBMITTING QUESTIONS

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

Name of Bidder – Provide the name of the Bidding firm

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

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

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

Document(s) – Identify the document(s) the question pertains to, such as, IFB C4A1LEG18 Part 1; SOW Business Requirements; SOW Category (by number, e.g., 16 and 17, or “All”); Catalog A; Cost Worksheets; Question and Answer Set #1; etc.

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

Question – Write the question/request in this column.

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

IFB C4A1LEG18 Bidder Question Form			
Name of Bidder:			
Contact Person:			
Contact Email and Phone Number:			
Q #	Document(s)	Section #	Question
1			
2			
3			
4			
5			

ATTACHMENT 3 – FORM FOR REQUESTING CHANGES

Bidders are requested to use this form when submitting request for changes to IFB C4A1LEG18. Requests shall be sent to the Procurement Official listed in Section 2.1.1. Instructions are as follows:

Name of Bidder – Provide the name of the Bidding firm

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

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

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

Document(s) – Identify the document(s) the request pertains to, such as, IFB C4A1LEG18 Part 1; SOW Business Requirements; SOW Category (by number, e.g., 15, 16 and 17, or “All”); Catalog A; Cost Worksheets; etc.

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

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

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

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

IFB C4A1LEG18 Bidder Request for Change Form				
Name of Bidder:				
Contact Person:				
Contact Email and Phone Number:				
Ch #	Document(s)	Section #	Proposed Change (redlined)	Bidder’s Rationale
1				
2				
3				
4				
5				

ATTACHMENT 4 – CONTENTS OF BIDDERS'/CONTRACTORS' LIBRARY

The contents of the Bidders' Contractors' Library have been moved to the following locations with Amendment 1.

1. Authorization to Order (ATO): [CALNET website ordering page](#)
2. STD Form 20: [CALNET website ordering page](#)
3. CALNET Data Guidelines, Appendix C,