INVITATION FOR BID

IFB C4DNCS19
Data Networks and Communications Services

# PART 1- GENERAL INSTRUCTIONS

FOR CATEGORIES 20-30

July 2, 2020

Addendum #9

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.

# ADDENDUM LOG

| Addendum # | Date | Addendum Description |
|---|---|---|
| 1 | 11/8/19 | Updated Key Action Dates |
| 2 | 11/22/19 | Updated section 1.2 to reflect ten categories, not eight, updated Key Action Date table |
| 3 | 12/6/19 | Modified Key Action Dates |
| 4 | 1/3/20 | Modified Key Action Dates |
| 5 | 1/14/20 | Modified language in Section 1.2.<br>Modified language in Section 1.2.1.<br>Modified Key Action Dates – Section 2.3.<br>Modified language in Section 3.5 #2.<br>Modified language in Section 4.10.4.2 Table 11.<br>Modified language in Section 4.10.4.2 Table 16. |
| 6 | 1/23/20 | Added SharePoint option for Final Submission of Bids. |
| 7 | 3/30/20 | Removed Audio Conferencing from Section 4.10.4.2, Tables 8, 9, and 15. |
| 8 | 6/12/20 | Modified Key Action Dates<br>Added Exhibit 11 – Service Taxes, Fees, Surcharges and Surcredits language to Sections 2.25 and 3.7.1. |
| 9 | 7/2/20 | Updated Key Action Dates #15 Final Day to Submit Group 2 Questions and renumbered Key Action Date table<br>Clerical – Section 4.10.4.2 Tables #8, #9, & #15 |

# Table of Contents


1 INTRODUCTION ..... 7

1.1 Pre-Qualified Vendor Application ..... 7
1.2 Purpose of this Invitation for Bid ..... 7
1.2.1 Submission Groupings ..... 8
1.3 Contract Term ..... 9
1.4 Background ..... 9
1.4.1 Authorization to Order (M) ..... 10
1.4.2 Current and Proposed Environment ..... 10

2 BIDDING INSTRUCTIONS ..... 11

2.1 Bidder Admonishment ..... 12
2.2 Communications and Contacts ..... 12
2.2.1 Procurement Official ..... 12
2.2.2 Questions Regarding the Solicitation Document ..... 13
2.2.3 Intent to Bid ..... 14
2.3 Key Action Dates ..... 14
2.4 Rules Governing Competition ..... 16
2.5 Identification and Classification Solicitation Requirements ..... 16
2.6 IFB Documents ..... 16
2.7 Examination of the Work ..... 17
2.8 Confidentiality ..... 17
2.9 Addenda ..... 17
2.10 Bidder's Cost ..... 18
2.11 Signature of Bid ..... 18
2.12 Irrevocable Offer ..... 18
2.13 False or Misleading Statements ..... 18
2.14 Employment of Undocumented Aliens (M) ..... 18
2.15 Antitrust Claims (M) ..... 18
2.16 Incorporation eVAQ Requirements and General Provisions (M) ..... 19
2.17 Bidder Qualifications (M and Non-Negotiable) ..... 19
2.18 Confidentiality Statement (M) ..... 19
2.19 Ability to Perform (M) ..... 20
2.20 Primary Bidder (M) ..... 20
2.21 Cover Letter (M) ..... 20
2.22 Subcontractors (M) ..... 20
2.23 Contractor's License (M) ..... 22
2.24 Workers' Compensation (M) ..... 22
2.25 Service Taxes, Fees, Surcharges and Surcredits (M) ..... 22
2.26 Bidder's Preference and Incentive Declaration (M) ..... 22
2.27 Small Business Preference ..... 22
2.28 DVBE Program and Incentive ..... 23
2.29 Commercially Useful Function ..... 24

2.30 Target Area Contract Preference ..... 25
2.31 Declaration Forms (M) ..... 26
2.32 Customer Orders (M) ..... 26
2.33 Performance Bond Notice (M) ..... 26
2.34 Public Works Requirements (M) ..... 27
2.35 Labor Laws to be Observed (M) ..... 28
2.36 Federal Universal Service Fund (M) ..... 29
2.37 Amendment (M) ..... 29
2.38 Availability (M) ..... 29
2.39 Glossary (M) ..... 30
2.40 Bidding Rules ..... 30
2.40.1 Rules Governing Competition ..... 30
2.40.2 Joint Bids ..... 30
2.40.3 Withdrawal and Resubmission of Bids ..... 30
2.40.4 Rejection of Bids ..... 30
2.40.5 Bidder Representatives ..... 31
2.40.6 Financial Stability ..... 31
3 BIDDING STEPS, FORMAT, AND SUBMISSION REQUIREMENTS ..... 31
3.1 Final Phase ..... 31
3.2 Withdrawal and Resubmission/Modification of Bids ..... 31
3.3 Disposition of Bids ..... 32
3.4 Protests ..... 32
3.5 Negotiations ..... 32
3.6 Submission Requirements ..... 33
3.6.1 Date, Time and Address of Submittals ..... 33
3.6.2 Packaging and Labeling ..... 33
3.6.3 Digital Accessibility ..... 34
3.6.4 Formatting ..... 35
3.6.4.1 Specific Formatting by Volume ..... 36
3.7 Final Bids ..... 37
3.7.1 Organization of Submission ..... 37
3.7.2 Specific Instructions for Final Bid Items ..... 39
3.7.2.1 SOW Mandatory Business and Technical Requirements ..... 39
3.7.2.2 Unsolicited Offerings ..... 43
3.7.2.3 Catalog A ..... 44
3.7.2.4 Cost Worksheet Elements for Mandatory Requirements ..... 45
3.7.2.5 Cost Worksheet Elements for Unsolicited Items ..... 46
3.7.3 Bid Submission Checklist ..... 48
4 BID EVALUATION ..... 48
4.1 Evaluation Team ..... 48
4.2 Final Bid Evaluation ..... 49

4.3 Receipt and Preliminary Review ..... 50
4.4 Validation of Non-Negotiable Items ..... 50
4.5 Validation Against Requirements ..... 50
4.6 Evaluation Questions ..... 51
4.7 Errors in the Final Bid ..... 51
4.8 IFB Requirements Evaluation ..... 52
4.9 Socioeconomic Programs ..... 53
4.10 Evaluation of Final Bids: Business and Technical Requirements Evaluation ..... 53
4.10.1 SOW Business Requirements Evaluation (Pass/Fail) ..... 53
4.10.2 Technical Requirements Evaluation (Pass/Fail) ..... 53
4.10.3 Unsolicited Items Technical Evaluation ..... 54
4.10.4 Scoring of SOW Business and Technical Requirements ..... 54
4.10.4.1 Mandatory (pass/fail) SOW Business and Technical Requirements ..... 54
4.10.4.2 Mandatory Scorable (M-S) SOW Business and Technical Requirements ..... 55
4.10.4.3 Earned DVBE Incentive Points ..... 62
4.10.4.4 Total Non-Cost Points ..... 62
4.10.5 Cost Evaluation ..... 63
4.10.5.1 Catalog A Evaluation ..... 63
4.10.5.2 Adjustment of Costs for TACPA ..... 64
4.10.5.3 Scoring of Costs of Mandatory Requirements ..... 64
4.10.5.4 Scoring of Unsolicited Item Costs ..... 64
4.10.5.5 Total Cost Points ..... 66
4.10.6 Total Awarded Points Adjusted for Small Business Preference ..... 67
4.10.7 Adjustments for Exclusion of Mandatory and Unsolicited Items ..... 67
4.10.8 Final Bid Evaluation Results ..... 68
4.10.9 Submission of Amended Final Bid ..... 68
4.11 Negotiation Phase ..... 68
4.11.1 Negotiation Invitation ..... 69
4.11.2 Best and Final Offer Submission (BAFO) ..... 69
4.11.3 Determination of Bidder's Qualification for Award ..... 70
4.11.4 Evaluation of BAFO Submission ..... 71
5 AWARD AND EXECUTION ..... 71
5.1 Notification of Awards ..... 71
5.2 Additional Documents Required for Award ..... 71
5.3 Protests of Awards ..... 72
5.4 Debriefing ..... 72
5.5 Award of Contracts ..... 72
5.6 Removal of Unsolicited Items ..... 73
5.7 Contract Documents ..... 73
5.8 Authorization to Execute Agreement ..... 73

5.8.1 Catalog B – Final List of Awarded Items ..... 74
5.9 Elected Open Period ..... 74
6 ATTACHMENTS ..... 75
ATTACHMENT 1 – BID SUBMISSION CHECKLIST ..... 76
ATTACHMENT 2 – FORM FOR SUBMITTING QUESTIONS ..... 78

# PART 1 – GENERAL INSTRUCTIONS

## 1 INTRODUCTION

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

### 1.1 Pre-Qualified Vendor Application

The State's electronic Vendor Application of Qualifications (eVAQ) is an external process to this solicitation. Vendors will be required to have an approved application on file and be deemed a Pre-qualified Vendor prior to the Key Action Date for Final Bid Submission (refer to Section 2.3, Key Action Dates). All questions related to the eVAQ should be addressed to the Procurement Official in Section 2.2.1. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process.

### 1.2 Purpose of this Invitation for Bid

The purpose of this Invitation for Bid (IFB C4DNCS19 aka "IFB") is to obtain bids from Pre-Qualified Vendors from the State's eVAQ process to provide Data Network and Communication Services ("DNCS") in the categories listed below.

This IFB C4DNCS19 (IFB) is issued independently of other Category solicitations. The services sought by this IFB consist of ten Categories as follows:

1. Category 20 – MPLS Data Network
2. Category 21 – Standalone VoIP
3. Category 22 – Cloud-Hosted VoIP Service
4. Category 23 – Metropolitan Area Network (MAN) Ethernet
5. Category 24 – Flat Rate Internet Services
6. Category 25 – Sustained Bandwidth Internet Services
7. Category 26 – SONET Point-to-Point Connectivity
8. Category 27 – Standard Contact Center Services

9. Category 28 – Custom Contact Center Services
10. Category 29 - Converged VoIP
11. Category 30 – Broadband Services

The State intends to award each Category to multiple bidders as a result of this solicitation. Awards for categories may occur in a phased or staggered approach at the State's discretion and competitive evaluation of bids submitted.

Bids for each Category will be evaluated and awarded separately from any other Category. All awards will be based on value effective criteria as described in Section 4, Bid Evaluation, of this IFB,(1) The result of this IFB will be to establish a list of Contractors and an associated list of services and prices for the above listed Categories. Additionally, this IFB will establish specific Service Level Agreements, SOW Business and Technical Requirements, and other relevant conditions for awarded Contractors.

### 1.2.1 Submission Groupings

For scheduling purposes, the submission documents and Categories have been separated into two groups. Both groups shall be released for solicitation simultaneously as specified in Section 2.3, Key Action Dates. Bidder responses shall be due at differing dates for each group as described in Section 2.3, Key Action Dates. Groups are defined as follows:

Group 1

1. Category 20 Technical SOW, Catalog A, Cost Worksheets
2. Category 23 Technical SOW, Catalog A, Cost Worksheets
3. Category 24 Technical SOW, Catalog A, Cost Worksheets
4. Category 25 Technical SOW, Catalog A, Cost Worksheets
5. Business Requirements (if submitting Group 1 Categories)
6. Part 1, Exhibits (if submitting Group 1 Categories)

1 All references in this IFB to Section numbers are to Sections within this IFB 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.

Group 2

1. Category 21 Technical SOW, Catalog A, Cost Worksheets
2. Category 22 Technical SOW, Catalog A, Cost Worksheets
3. Category 26 Technical SOW, Catalog A, Cost Worksheets
4. Category 27 Technical SOW, Catalog A, Cost Worksheets
5. Category 28 Technical and Business SOW, Catalog A, Cost Worksheets
6. Category 29 Technical SOW, Catalog A, Cost Worksheets
7. Category 30 Technical SOW, Catalog A, Cost Worksheets
8. Business Requirements (if submitting Group 2 Categories)
9. Part 1, Exhibits (if submitting Group 2 Categories)

## 1.3 Contract Term

IFB C4DNCS19 Contracts shall be effective upon CDT, Statewide Technology Procurement (STP) approval. The Contract term is five years, with three one-year options to extend. Extensions will be exercised at the sole discretion of the State and shall not be denied by the Contractor.

When it is in the best interest of the State, the State may exercise the established process under PCC §6611, Section (b), to extend the Contract term beyond the expiration date of the last extension identified in the Contract.

Issuance of this IFB 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.

## 1.4 Background

All State of California Executive Branch Non-Exempt agencies are presently required by policy to utilize the CALNET 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 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 Contracts by completing a Non-State Agency Service Policy and Agreement and an Authorization to Order (ATO). However, local agencies are not required by the State to use the CALNET Contracts.

### 1.4.1 Authorization to Order (M)

The Authorization to Order (ATO) form shall be incorporated within the Contracts awarded as a result of this IFB C4DNCS19. The ATO is provided in this IFB C4DNCS19, Appendix C - Authorization to Order. The Bidders shall agree to the ATO without exception.

This form may be modified by CDT after award without requiring a Contract amendment. Prior to any modifications, CDT shall present the revised ATO to the Contractor and CDT shall consider any Contractor suggested changes to the revised ATO.

### 1.4.2 Current and Proposed Environment

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

1. Category 1.2 – MPLS and Converged VoIP – Awarded to AT&T, Verizon, Jive, NWN and Zayo
2. Category 1.3 – Standalone VoIP – Awarded to AT&T, Jive, Verizon and Zayo
3. Category 3 Metropolitan Area Network (MAN) Ethernet – Awarded to AT&T, CenturyLink, Verizon, Comcast, Cox, Level 3 and Zayo
4. Category 4.1 SONET Ring Connectivity – Awarded to Verizon and Zayo
5. Category 4.2 SONET Point-to-Point – Awarded to AT&T, Verizon and Zayo
6. Category 5 Managed Internet – Awarded to AT&T, CenturyLink, Verizon, Comcast, Cox, Level 3 and Zayo
7. Category 6.1 Hosted IVR/ACD – Awarded to AT&T, NWN and Verizon

A description of CALNET 3 services is available on the CALNET website. 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.

The Contracts awarded as a result of this IFB will be managed by the State's CALNET Contractor Management Organization (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:
6. The Customer User Instructions;
7. Delegation of authority to purchase and approval to order;
8. Designation of required or mandated services (including exemptions); and
9. Establishment of other Customer policies and instructions.

## 2 BIDDING INSTRUCTIONS

## 2.1 Bidder Admonishment

The bidder should refer to Section 3, Bidding Steps, to understand the phases applicable to this solicitation and Section 4, Bid Evaluation to understand the evaluation process of each phase. It is the bidder's responsibility to:

1. Carefully read the entire solicitation;
2. Ask appropriate questions in a timely manner, if clarification is necessary;
3. Ensure understanding of the State's requirements before attempting to develop its Final bid;
4. Submit all required responses by the required dates and times;
5. Make sure that all procedures and requirements of the solicitation are accurately followed and appropriately addressed; and
6. Carefully re-read the entire solicitation before submitting a Final bid.

## 2.2 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 will be posted by the State on the Cal eProcure website.

### 2.2.1 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.

**Procurement Officials**

| Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.) | United States Postal Service (USPS) |
|---|---|
| California Department of Technology | California Department of Technology |

| Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.) | United States Postal Service (USPS) |
|---|---|
| Statewide Technology Procurement<br>Attn: Nicole Delgado, Emily Klahn, Raymond Estey<br>10860 Gold Center Drive,<br>Suite 200 – Security Desk<br>Rancho Cordova, CA 95670 | Statewide Technology Procurement<br>Attn: Nicole Delgado, Raymond Estey, Emily Klahn<br>Mail Stop Y12<br>P.O. Box 1810<br>Ranch Cordova, CA 95741 |

Nicole Delgado, Raymond Estey, Emily Klahn, Procurement Officials

Phone: (916) 431-5549 and (916) 628-5661

E-mail address: nicole.delgado@state.ca.gov, raymond.estey@state.ca.gov and emily.klahn@state.ca.gov. Please include all Procurement Officials on all correspondence.

### 2.2.2 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 2.2.1. 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, as described in Section 2.9, 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 2.3, 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, 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 2.3, 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.

### 2.2.3 Intent to Bid

Bidders that want to participate in this solicitation shall submit a completed Exhibit 1: Intent to Bid and Exhibit 2: Confidentiality Statement, to the Procurement Official listed in Section 2.2.1 by the date identified in Section 2.3, Key Action Dates. Submittal of both exhibits may be via email.

It shall be the Bidder's responsibility to immediately notify the Procurement Official identified in Section 2.2.1, Procurement Official in writing, regarding any revision to the contact person information. The State shall not be responsible for bid correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person. A Bidder must also notify the Procurement Official if its intent to bid changes.

## 2.3 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 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 C4DNCS19. 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 |
|---|---|---|
| 1 | State release of eVAQ IFB | 9/20/19 |
| 2 | State release of the IFB | 10/30/19 |

| STEP | ACTION | DATE AND TIME |
|---|---|---|
| 3 | Bidders Conference | 11/14/19 |
| 4 | Last date to submit written questions, Intent to Bid and Confidentiality Statement (Group 1 Categories) | 12/24/19 |
| 5 | Last date to request changes (Group 1 Categories) | 11/26/19 |
| 6 | Conceptual Discussions (Group 1 Categories) | 12/11/19 – 12/16/19 |
| 7 | Last day to submit Final Proposals, Business Requirements and remaining Part 1 Exhibits (Group 1 Categories)<br>Last Day to have eVAQ approved by CDT (if bidding Group 1 Categories) | 2/14/20 |
| 8 | Evaluation Period (Group 1 Categories) | 2/18/20 – 3/2/20 |
| 9 | Invitations to Negotiations sent by (Group 1 Categories) | 3/2/20 |
| 10 | Confidential Negotiations with Bidders (Group 1 Categories) | 3/3/20 – 4/2/20 |
| 11 | Bidder's Submission of Best and Final Offer (Group 1 Categories) | TBD – Identified in State's BAFO request. |
| 12 | Contract Award and Execution (Group 1 Categories) | 4/14/20 |
| 13 | Last date to submit written questions, request for changes, Intent to Bid and Confidentiality Statement (Group 2 Categories) | 4/13/20 |
| 14 | Conceptual Discussions (Group 2 Categories) | 5/11/20 – 5/22/20 |
| 15 | Last date to submit written questions, request for changes (Group 2 Categories) | 7/6/20 |
| 16 | Last day to submit Final Proposals, Business Requirements and remaining Part 1 Exhibits (Group 2 Categories)<br>Last Day to have eVAQ approved by CDT (if ONLY bidding Group 2 Categories) | 7/16/20 |
| 17 | Evaluation Period (Group 2 Categories) | 7/17/20 -7/30/20 |
| 18 | Confidential Negotiations with Bidders (Group 2 Categories) | 7/31/20 - 8/20/20 |
| 19 | Bidder's Submission of Best and Final Offer (Group 2 Categories) | TBD – Identified in State's BAFO request. |
| 20 | Group 2 Categories Awarded | 9/10/20 |

## 2.4 Rules Governing Competition

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

## 2.5 Identification and Classification Solicitation 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 solicitation indicates a requirement or condition which is mandatory.

A deviation of any non-negotiable requirement identified in Section 3.5, Negotiations, will disqualify a vendor from participating in Negotiations and Contract Award.

A deviation of any mandatory requirement (other than the non-negotiable requirements identified in Section 3.5, Negotiations) must be resolved to the State's satisfaction during negotiations and corrected in the bidder's BAFO.

The words "should" or "may" in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

All requirements listed in this IFB with an (M) are Mandatory. Bidders must indicate their willingness and ability to satisfy these requirements in Exhibit 3, Response to IFB Requirements.

## 2.6 IFB Documents

This IFB 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, the Bidder shall immediately notify the Procurement Official identified in Section 2.2.1, Procurement Official, of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Section 2.9, Addenda. Such clarifications shall be given by written notice to all parties who have identified themselves as Bidders to the Procurement Official

identified in Section 2.2.1, 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 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.

## 2.7 Examination of the Work

The Bidder should carefully examine the entire IFB and any addenda thereto, and all related materials and data referenced in the IFB 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.

## 2.8 Confidentiality

The contents of all proposals, 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 the contract awards are publicly announced. 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.

## 2.9 Addenda

The State may modify IFB C4DNCS19 prior to the date fixed for Contract Award by issuance of an addendum to all Bidders who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively.

## 2.10 Bidder's Cost

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

## 2.11 Signature of Bid

A cover letter shall be considered an integral part of the Final bid and any bid form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. A cover letter form has been provided as Exhibit 5, Cover Letter Form.

## 2.12 Irrevocable Offer

A Bidder's Final Bid is an irrevocable offer for 180 calendar days following the scheduled date for Contract Award specified in Section 2.3, Key Action Dates. A Bidder may extend the offer in the event of a delay of Contract Award.

## 2.13 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, it will be the basis for rejection of the Bid.

## 2.14 Employment of Undocumented Aliens (M)

As applicable to public works, no State agency or department, as defined in PCC § 10335.7, that is subject to this code, shall award a public works contract to a Bidder or Contractor, nor shall a Bidder or Contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented aliens PCC § 6101.

## 2.15 Antitrust Claims (M)

As applicable to public works, the Contractor offers and agrees and will require all of his other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment made by the Contractor and all additional

assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

Recovery for a cause of action assigned under GC §§ 4550 – 4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under GC §§ 4550 – 4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

## 2.16 Incorporation eVAQ Requirements and General Provisions (M)

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

## 2.17 Bidder Qualifications (M and Non-Negotiable)

Bidders must meet all financial and experience qualifications identified in Exhibit 4, Bidder Qualifications. The references provided by the Bidder must validate the experience claimed. If the State determines the reference does not validate the experience claimed by the Bidder, the State may request the Bidder provide a new reference.

## 2.18 Confidentiality Statement (M)

Bidders must agree to the State's confidentiality requirements by submitting a signed Exhibit 2, Confidentiality Statement, as indicated in Section 2.3, Key Action Dates. The Confidentiality Statement applies to all CALNET Customer information, and all references in the Confidentiality Statement to the California Department of Technology apply equally to individual CALNET Customer entities as appropriate.

## 2.19 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 and negotiation, 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 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.

## 2.20 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.

## 2.21 Cover Letter (M)

The Bidder must submit a signed cover letter utilizing the form provided as Exhibit 5. The Bidder shall not add additional language within the Cover Letter. Conditional statements and exception language within the Cover Letter and/or not accepting the terms and conditions of this solicitation as written by the state, will be considered a deviation in accordance with Section 2.5 Identification and Classification of Solicitation Requirements.

## 2.22 Subcontractors (M)

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 or more of the estimated gross annual revenue of the Contract;
2. Validation that the replacement is a DGS certified DVBE (see Section 2.28, 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 2.27, 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 2.27, 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 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.

## 2.23 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.

## 2.24 Workers' Compensation (M)

The Prime Contractor shall maintain statutory (Section 3700 of the California Labor Code) 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.

## 2.25 Service Taxes, Fees, Surcharges and Surcredits (M)

The Bidder must complete and submit Exhibit 11: Service Taxes, Fees, Surcharges and Surcredits. The Bidder agrees to comply with FCC, CPUC and other jurisdictional taxes, fees, surcharges and surcredits (Fees) per General Provisions - eVAQ Section Service Taxes, Fees, Surcharges and Surcredits, and the SOW Business Requirements Section G.6.7, Service Taxes, Fees, Surcharges, and Surcredits. Any addition or changes will be implemented in accordance with those sections.

## 2.26 Bidder's Preference and Incentive Declaration (M)

The Bidder must complete and submit Exhibit 9: Bidding Preference and Incentives, with its bid. The Bidder must indicate on Exhibit 9 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.

## 2.27 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 on the Department of General Services website.

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 9, Bidding Preferences and Incentives.

Bidders claiming the Small Business preference must also complete and submit as part of the Final Bid response, Exhibit 6, GSPD-05-105 Bidder Declarations. 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 10, 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.

## 2.28 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 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 is one percent 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 6, GSPD-05-105 Bidder Declarations and Exhibit 7, STD 843 Disabled Veteran Business Enterprise Declaration. 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 10, 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.

## 2.29 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 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 10: 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 10 with the proposal may be grounds for rejection of a Small Business or a DVBE Incentive claim.

## 2.30 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 8, STD 830 Target Area Contract Preference Act – Preference Request for Goods and Services, and submit it with the Final Bid. Additional instructions are provided on the form.

## 2.31 Declaration Forms (M)

All Bidders must complete an Exhibit 6, 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.

## 2.32 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 C4DNCS19 Contract maximum pricing in accordance with Individual Price Reduction (IPR) provisions in the SOW Business Requirements, Section G.9, Individual Pricing Reductions (IPR).

## 2.33 Performance Bond Notice (M)

Solicitations may require a performance bond. If required, the customer's Scope of Work 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.

## 2.34 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.
2. 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. The Department of Industrial Relations, Prevailing Wage Unit may be contacted at (415) 703-4774.
3. 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.
4. 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.
5. 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.

## 2.35 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 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.

## 2.36 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 Contracts for purchases that are supported by the Federal Universal Service Fund, successful CALNET Contractors shall be responsible for all federally required forms when utilizing the CALNET 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.

## 2.37 Amendment (M)

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

## 2.38 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 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.

## 2.39 Glossary (M)

The Glossary shall be incorporated within the Contracts awarded as a result of this IFB C4DNCS19. This Glossary is provided in this IFB's SOW, Appendix A. Bidders shall agree to the Glossary without exception.

## 2.40 Bidding Rules

### 2.40.1 Rules Governing Competition

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

### 2.40.2 Joint Bids

Joint Bids are not applicable.

### 2.40.3 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 2.3, Key Action Dates, by submitting a written notification of withdrawal signed by the Bidder's authorized person that signed the cover letter per Section 2.21, 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 4.7, Errors in the Final Bid.

### 2.40.4 Rejection of Bids

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

### 2.40.5 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.

### 2.40.6 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 procurement and the life of the awarded Contracts.

## 3 BIDDING STEPS, FORMAT, AND SUBMISSION REQUIREMENTS

This solicitation contains a final phase as further described in this section.

Refer to Section 2.3, Key Action Dates to determine due dates and times for each phase and mandatory steps included in this solicitation.

### 3.1 Final Phase

The final phase consists of a Final bid (Mandatory) and if requested by the State a Best and Final Offer (BAFO).

The purpose of the final phase is to obtain complete bids that are responsive in every respect. The Final bid is a mandatory step for all bidders.

The Final bid must be complete, and include all cost information, required signatures, and contract changes issued by the State via an addendum, if any. Cost must be submitted under a separate, sealed cover, as identified in Section 3, Bidding Steps, Format and Submission Requirements.

Bidders that submitted Final bids meeting the criteria identified in Section 3.5, Negotiations, will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Bidders that participated in the Negotiation Process as identified in Section 4.11, Negotiation Phase.

### 3.2 Withdrawal and Resubmission/Modification of Bids

A bidder may withdraw its Final bid at any time prior to the Final bid submission date and time specified in Section 2.3, Key Action Dates, by

submitting a written notification of withdrawal signed by an authorized representative of the bidder in accordance with Section 2.11, Signature of Bid. The bidder may thereafter submit a new or modified bid prior to the respective bid submission date and time specified in Section 2.3, Key Action Dates. 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 deadline date and time designated for receipt, except as provided in the solicitation.

## 3.3 Disposition of Bids

All materials submitted in response to this solicitation will become the property of the State of California and will be returned only at the State's option and at the bidder's expense. At a minimum, the master copy of the Final bid shall be retained for official files and will become a public record after the Notification of Award is posted. However, materials the State considers as confidential information (such as confidential financial information submitted to show bidder responsibility) will be returned upon request of the bidder.

## 3.4 Protests

This solicitation is being conducted under (PCC) §6611 et seq; protests are not applicable to this solicitation.

## 3.5 Negotiations

The State will conduct negotiations under PCC §6611. The purpose of the negotiation process is to maximize the State's ability to obtain a value effective solution. The State will use the following non-negotiable items to determine if a Bidder's Final bid response is successful and the Bidder is eligible for Negotiations in accordance with Section 4.11 Negotiation Phase:

1. The Bidder must have been approved through the eVAQ process and deemed a pre-qualified vendor by Final Bid Submission Key Action Date.
2. The Bidder must have demonstrated they meet all financial requirements identified in the Bidder Qualifications, Exhibit 4. This will be established via the Financial Stability document provided by the Bidder.
3. The Bidder must have demonstrated they meet all experience qualifications requirements identified in the Bidder Qualifications, Exhibit 4. This will be established via the references provided by the Bidder.

As long as a Bidder meets the non-negotiable criteria above for a minimum of one category they will be eligible for an invitation to participate in negotiations for the categories the bidder was determined to be qualified. Negotiated items will be determined by the State after Final bids are evaluated. If a Bidder's bid deviates from any of the non-negotiable requirements above, the bid will be rejected and not considered for negotiation or Contract Award. Any deviation of any requirement other than the mandatory non-negotiable requirements above, must be resolved to the State's satisfaction during negotiations and corrected in the Bidder's BAFO.

## 3.6 Submission Requirements

### 3.6.1 Date, Time and Address of Submittals

Mail or deliver bids to the Procurement Official listed in Section 2.2.1, 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 2.3, Key Action Dates. A Final Bid not received by the date and time specified in Section 2.3, Key Action Dates, or not sealed, may be rejected.

Bids should be submitted as follows:

**Table 3 - Bid Submission Addresses**

| Hand Delivered Bid, Parcel Post (FedEx, UPS, etc.) | United States Postal Service (USPS) |
|---|---|
| California Department of Technology<br>Statewide Technology Procurement<br>Attn: Nicole Delgado and Emily Klahn<br>10860 Gold Center Drive,<br>Suite 200 – Security Desk<br>Ranch Cordova, CA 95670 | California Department of Technology<br>Statewide Technology Procurement<br>Attn: Nicole Delgado and Emily Klahn<br>Mail Stop Y12<br>P.O. Box 1810<br>Rancho Cordova, CA 95741 |

### 3.6.2 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 C4DNCS19"
3. Identification of the submittal as "Final Bid"
4. Box "# of #", if more than one box is required for the entire submission.

Each binder must be plainly marked with:

1. The Bidder's name
2. The IFB number "IFB C4DNCS19"
3. Identification of the submittal as "Final Bid" and the due date of the submission
4. The number and name of the Category, e.g., "Category 21, Standalone VoIP"
5. The Volume number and title as appropriate for the type of submittal as listed below:
6. Final Bids shall contain up to three (3) Volumes as described in Section 3.7, Final Bids.

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 within it, must all be clearly marked with:

1. The Bidder's name
2. The IFB number, as "IFB C4DNCS19"
3. The Category Bid, e.g., "Category 21, Standalone VoIP"
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.

### 3.6.3 Digital Accessibility

CDT is requiring Bidders to adhere to the Americans with Disabilities Act (ADA) Digital Accessibility requirement in accordance with the refreshed Section 508 of the Rehabilitation Act (29 U.S.C. § 794d) and California Government Code (GC) Section 11546.7 (Assembly Bill 434), Section 7405 and 11135. As a result of complying, the Bidder(s) is responsible for

ensuring the Contract document(s) provided by CDT remain in the ADA digital accessible format received. All Contract documents altered during the course of this procurement or after award, including amendments, must adhere to the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA (or subsequent versions) success criteria. The CALNET Program reserves the right to perform ADA accessibility testing on submitted Contract documents to verify conformance. Contract documents submitted to the CALNET Program after award may be subject to Deficiency Charges if not compliant with the Microsoft (MS) Word 2013 or higher Accessibility Checker in accordance with SOW Business Requirements, Section G.2.2.1, CPM Deficiencies and Charges.

In order to meet the WCAG 2.0, Level AA success criteria, the Bidder(s) must follow the directions provided below in regards to Contract document submittals:

1. Do not adjust format styles, headers, font, etc. set by CDT and use all existing fonts and formatting styles when making changes to Contract document(s) including, those documents altered for amendment(s);
2. Prior to submitting documents to the CDT and/or the CALNET Program, inspect all MS Word 2013 or higher documents for content accessibility using the Microsoft Word Accessibility Checker and address all errors and warnings discovered by the Microsoft Word Accessibility Checker.

### 3.6.4 Formatting

1. Bidders shall not add logos, graphics, or backgrounds to any portion of IFB C4DNCS19.
2. Bidders shall not modify any portion of the original text or format of this solicitation (including header or footer text) and Bidder's response shall be submitted as originally presented by the State, except:
3. Bidders shall only modify the title page, "Enter Bidder Name Here" to include the Bidder's name in the text, font and format as provided; and,
4. When adding a watermark to the Master copy of the bid;
5. Where Bidders are instructed to provide a response.
6. Hard Copy Submissions should:

7. Be on standard 8.5" x 11" paper. Hard copy of large size drawings shall not be larger than Standard E-size format; and,
8. Use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material.
9. Soft Copy Submissions should:
10. Be in searchable Microsoft Word and Excel (version 2013 or higher) as appropriate, or compatible, except:
11. 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,
12. Exhibits requiring signatures may be submitted in PDF format.
13. Use clearly marked tabs, page numbers and table of contents for effective access to the Bidder's material.
14. Be organized into appropriate files and folders designed for easy access.
15. Be separate files as originally released by the State (this does not apply to any Exhibits). Exhibits must be submitted as individual files.
16. Bid documents should not be combined into one large document (e.g., do not combine the SOW Business Requirements document and the exhibit document together).
17. Be separate files as originally released by the State and shall not be embedded as an attachment in a master document.

3.6.4.1 Specific Formatting by Volume

1. Volume 1 – IFB Part 1 Exhibits shall be provided in the following number of copies:
2. One Master hard copy (printed marked "Master")
3. SharePoint upload: Exhibits should be uploaded to a folder labeled "Volume 1"
4. Volume 1 – SOW Business Requirements shall be provided in the following number of copies:

5. SharePoint upload: SOW Business Requirements should be uploaded to a folder labeled "Volume 1", one with all documents watermarked “Master”)
6. Volume 2 – Category Requirements shall be provided in the following number of copies:
7. SharePoint upload: category documents should all be uploaded to a folder labeled "Volume 2" and should further be organized by subfolders labeled by each cateogry, one with all documents watermarked “Master”)
8. Volume 3 – Cost Information shall be provided in the following number of copies:
9. SharePoint upload: all Cost Information should be uploaded to a folder labeled "Volume 3" and should be further organized by subfolders labeled "Cost Worksheets", "Cost Supporting Literature", and "Catalog A", one with all documents watermarked “Master”)
10. For the SharePoint uploads, please avoid use of .zip files
11. If you the bidder has a need to delete a file that has been uploaded to SharePoint, the bidder may do so by phone or email request to the Procurement Official prior to the Final Bid submission date.

## 3.7 Final Bids

Final Bids not received by the date and time indicated in Section 2.3, Key Action Dates, shall not be evaluated. Delivery requirements shall be as defined in Section 3.6, Submission Requirements.

The Bidder’s Final Bid must be a complete submission. Before submitting its Final Bid, the Bidder should carefully proof it for errors and adherence to all IFB requirements.

### 3.7.1 Organization of Submission

The Bidder’s response shall be in the order indicated below. Instructions for individual items are in Section 3.7.2, Specific Instructions for Final Bid Items.

1. Volume 1 – IFB Part 1 Exhibits 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.

1. IFB Part 1, Exhibits (except Exhibits noted below that are to be submitted individually by category in Volume 2)
2. Volume 1 – Response to the SOW Business Requirements (SharePoint upload only)
3. Complete response to the SOW Business Requirements common to all Categories.
4. Volume 2 – Response to Unique Category Requirements (SharePoint upload 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:

1. Required IFB Exhibits unique to each Category (as separate files), in the following order:
2. Exhibit 9: Bidder's Preference and Incentive Declaration (Section 2.26)
3. Exhibit 6: GSPD 05-105, Bidder Declaration Forms (Section 2.31)
4. Exhibit 11: Services Taxes, Fees, Surcharges and Surcredits (Section 2.25)

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):

1. Exhibit 7: STD 843, DVBE Declarations (required if claiming a DVBE incentive per Section 2.28.)
2. Exhibit 8: STD 830, TACPA Preference Request (required if claiming TACPA preference per Section 2.30.)
3. Exhibit 10: Commercially Useful Function Statement (required if claiming a subcontracting preference or a DVBE subcontracting incentive per Section 2.29.)

SOW Submittals unique to each Category:

1. Complete response to SOW Business and Technical Requirements
2. Volume 3 – Cost Information (SharePoint upload only)

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

1. Cost Worksheets
2. Cost Supporting Literature (only required if offering Unsolicited priced items)
3. Catalog A per Section 3.7.2.3, Catalog A

**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 20 and 21 its submission will consist of:

1. One binder (with SharePoint upload) of Volume 1 – Response to Common Administrative Requirements.
2. SharePoint upload of Volume 1 – Response to the SOW Business Requirements.
3. SharePoint upload of Volume 2 Response to Unique Category Requirements for Category 20.
4. SharePoint upload of Volume 2 Response to Unique Category Requirements for Category 21.
5. SharePoint upload of Volume 3 – Cost Information for Category 20.
6. SharePoint upload of Volume 3 – Cost Information for Category 21.

## 3.7.2 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.

### 3.7.2.1 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 states: **"Bidder understands this requirement and shall meet or exceed it? Choose an item."**

Bidders shall choose 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 deviation and must be resolved to the State's satisfaction in negotiations. 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.

If the requirement includes a response block which includes a line titled **"Bidder's 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.
When providing a description, it should be provided in the space immediately following the title **"Bidder's 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 for SOW Business and Technical Requirements within the **"Bidder's 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 deviation. Separate supplemental literature or URL's/links should not be provided and may be a deviation. All deviations must be resolved in negotiations to the State's satisfaction and corrected in the bidder's BAFO, if requested.

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**

| Line Item | Feature Name | Feature Description | Bidder's Product Description, Restrictions and Limitations | Bidder's Product Identifier | Bidder Meets or Exceeds? Yes or No. |
|---|---|---|---|---|---|
| 1 | MPLS Transport DS1 Port Service at 1.544 Mbps | MPLS Transport DS1 Port service at minimum line rate of 1.544 Mbps | | | Choose an item. |

For each Mandatory table item, the Bidders must respond to the question, "Bidder Meets or Exceed? Yes or No" by choosing either Yes (to indicate that the Bidder will meet or exceed the requirement (or agrees to meet the requirement) or by choosing "No" (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 "Yes" nor the "No" is chosen, the response may be evaluated as if the Bidder had chosen "No" (the Bidder did not commit to meet the requirement). A Bidder's response of "No" to a Mandatory (M) or Mandatory Scorable (M-S) requirement WILL be considered a deviation.

For each Mandatory table that includes a field for the Bidder's Product Description, Restrictions and/or Limitations (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 Product Description, Restrictions and Limitations" field. Conditional or contradictory statements that conflict with the requirements may be considered a deviation. Additionally, providing extensive language or references to online links (URLs) (except where specifically requested) may be considered a deviation and disqualify the Bidder from possible Contract Award. Bidders shall not include marketing language in the "Bidders Product Description, Restrictions and Limitations" field.

In addition to the product description, Bidders may also describe limitations and restrictions common to all service features. Bidders are not required to provide service limitations or restrictions. Bidders are cautioned that any of the following limitations or restrictions provided by the Bidder are unacceptable and may disqualify the Bidder from possible Contract Award (this is not an all-inclusive list and is provided for example).

- Minimum monthly usage charges (see Section 70 of the General Provisions - eVAQ, Charges);
- Requirements for a minimum order quantity for any service or feature;
- Requirements for the Customers to commit to more than one month's service; or,
- Requirements that include advance payment for services or features prior to implementation and acceptance by the Customer.

All deviations must be resolved in negotiations to the State's satisfaction and corrected in the bidder's BAFO, if requested.

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 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. All deviations must be resolved in negotiations to the State's satisfaction and corrected in the bidder's BAFO, if requested.

4. ADDITIONAL RESPONSE GUIDELINES

If, in the sole opinion of the State, a Bidder's Product 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 deviation. 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 deviation.

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 result in disqualification.

3.7.2.2 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 5.6, Removal of Unsolicited Items.

Catalog A does not provide for general descriptions of the service for unsolicited items. Catalog B will be formatted to include general descriptions of the unsolicited items. This general description field can be used to provide an overview of the services listed. When submitting unsolicited items in Catalog A, bidders are encouraged to utilize a single line above each product suite to describe the overall service offering.

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**

| Line Item | Feature Name | Bidder's Product Identifier | Bidder's Product Description, Restrictions and Limitations |
|---|---|---|---|
| 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. "Bidder's Product Identifier" shall match the corresponding Bidder's Product identifier provided in their Catalog A the corresponding Bidder's Product Identifier provided in the Cost Worksheets and be 25 characters or less.
3. "Bidder's Product Description, Restrictions and Limitations" shall provide additional information used to differentiate the service or product from other items and to provide any restrictions or limitations as described in Section 3.7.2.1 Item 2 above.

3.7.2.3 Catalog A

Bidders shall submit a Catalog A 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 3, 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 3: Example of Catalog A Format**

| Line Item | Feature Name | Contractor's Product Identifier | Non-Recurring Charge | Monthly Recurring Charge | Unit of Measure |
|---|---|---|---|---|---|
| 1 | MPLS Transport | | | | Circuit |

| Line Item | Feature Name | Contractor's Product Identifier | Non-Recurring Charge | Monthly Recurring Charge | Unit of Measure |
|---|---|---|---|---|---|
| | DS1 Port Service at 1.544 Mbps | | | | |

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 deviation. All deviations must be resolved in negotiations to the State's satisfaction and corrected in the bidder's BAFO, if requested.

1. Contractor's Product Identifier: shall match the corresponding Bidder's Product identifier provided in their response to the Technical Requirements and the corresponding Bidder's Product Identifier provided in the Cost Worksheet and be 25 characters or less.
2. Non-Recurring Charge: Bidders shall enter the Non-Recurring Charge which must match those submitted in the Bidder's Cost Worksheets.
3. Monthly Recurring Charge: Bidders shall enter the Monthly Recurring Charge which must match those submitted in the Bidder's Cost Worksheets.

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

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.

3.7.2.4 Cost Worksheet Elements for Mandatory Requirements

The SOW Cost Worksheets elements includes the following fields:

1. Bidder's Product Identifier (25 characters or less)
2. Non-Recurring Charge:

Non-Recurring Charges for services or features shall be provided per Product Identifier 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.

3. Monthly Recurring Charge:

Monthly Recurring Charges for services or features shall be provided per Product Identifier 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.

3.7.2.5 Cost Worksheet Elements for 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 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, and Unit of Measure) are the same as those for the Mandatory cost tables as defined above.

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 4.10.5.4, 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 catalog in order to confirm all Unsolicited offerings within a Category, but the Bidder shall only reference one 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.

### 3.7.3 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. 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

This section presents the evaluation process and scoring procedures the State will follow to evaluate Bids submitted in response to this solicitation. The evaluation process is a multi-step review of each Bidder's Bid to determine if the Bidder is responsive and responsible, and whether its Bid provides a "value effective" solution to the State. The value effective Bid is the Bid that best meets all requirements set forth in this solicitation and any State negotiated items.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

## 4.1 Evaluation Team

This procurement is being conducted under the guidance of a Procurement Official from CDT STP (refer to Section 2.2.1, Procurement Official). The Procurement Official will serve as the Bidder's point of contact for questions and clarification, and will identify the rules governing this procurement.

The State will establish an Evaluation Team consisting of State staff to review and evaluate Bids. The State Procurement Official will provide guidance to the Evaluation Team and provide oversight of the evaluation process. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues.

These other individuals do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

## 4.2 Final Bid Evaluation

This section identifies how the State will evaluate each Final bid in a manner that preserves the integrity of the competitive procurement process.

Final bids will be evaluated based on compliance with all solicitation requirements, using mandatory pass/fail criteria. The evaluation result of each component will be made by consensus of the Evaluation Team members.

Each Category will be evaluated and awarded separately from every other Category. The distribution of evaluation points for each Category is as follows for Categories 20 – 27, 29, and 30:

**Table 4: Overall Evaluation Percentages and Possible Points for Categories 20-27, 29, and 30**

| Evaluation Group | Percentage | Possible Points |
|---|---|---|
| Administrative Requirements | Pass/Fail | n/a |
| Mandatory SOW Business and Technical Requirements | 35% | 3,500 |
| Mandatory Scorable SOW Business and Technical Requirements (M-S) | 5% | 500 |
| Cost | 55% | 5,500 |
| Costs of Unsolicited Offerings | 5% | 500 |
| **Total** | **100%** | **10,000** |

For Category 28, the following distribution of available points is as follows:

**Table 5: Overall evaluation percentages and possible points for Category 28.**

| Evaluation Group | Percentage | Possible Points |
|---|---|---|
| Administrative Requirements | Pass/Fail | n/a |
| Mandatory SOW Business and technical Requirements | 40% | 4,000 |
| Cost | 55% | 5,500 |
| Cost of Unsolicited Offerings | 5% | 500 |
| **Total** | **100%** | **10,000** |

For each Category, all Bidders' scores will be averaged, subject to the details of Section 4.11.3, Determination of Bidder's Qualification for Award, as follows:

1. For Categories 20 – 30, each Bidder's total score that is not more than 10% below the average of its Category's total scores will be qualified for an award.

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

## 4.3 Receipt and Preliminary Review

All Final Bids received by the time and date specified in Section 2.3, Key Action Dates, will be acknowledged as having been received on time. Each bid will be date-and time-marked as it is received, and verified that all it was submitted under an appropriate cover, sealed, and properly identified.

Bidder's Final Bid, Volume 3 Cost, shall remain sealed and in the possession of the Procurement Official listed in Section 2.2.1, until the evaluations of all Bidder response Volumes 1 and 2 have been completed for all Bidders that submitted a Final bid.

The Procurement Official will check all bids for the proper identification and to ensure that required information conforms to the bid format and submission requirements of Section 3.6.4, Formatting.

## 4.4 Validation of Non-Negotiable Items

The State will review each bid to validate the Bidder's response meets all of the non-negotiable items specified in Section 3.5 Negotiations. If a Bidder fails to meet any of the non-negotiable items, the Bidder's final bid will not be further considered, the Bidder will not be invited to negotiations, and the Bidder will not be considered for contract award. During the evaluation, the State may request that the Bidder clarify any area of the bid that the State determines to be unclear in accordance with Section 4.6, Evaluation Questions.

## 4.5 Validation Against Requirements

After the State has validated compliance with the non-negotiable items, the State will check each Bid in detail to determine its compliance with the solicitation requirements. Bids must be complete and meet all format and submission requirements as identified in Section 3, Bidding Steps, Format and Submission 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 Bidder's Bid fails to meet a mandatory requirement, it will be considered a deviation in accordance with Section 2.5, Identification and Classification of Solicitation Requirements. Any deviation of any requirement other than the mandatory non-negotiable requirements above, must be resolved to the State's satisfaction during negotiations and corrected in the Bidder's BAFO.

During the bid evaluation, the State may request that the Bidder clarify any area of the bid that the State determines to be unclear in accordance with Section 4.6, Evaluation Questions.

## 4.6 Evaluation Questions

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 bid, 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 4.7, Errors in the Final Bid and Section 4.11, Negotiation Phase. 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 2.2, Communications and Contacts. The State's questions may be responded to via email to the Procurement Official listed in Section 2.2.1. All statements made in the bidder's response are binding and contractual.

## 4.7 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 the Solicitation, and any unusual complexity of the format and content required by the Solicitation.

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.

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.

1. 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 4.6, Evaluation Questions to validate the resulting correction.
2. It is absolutely essential that Bidders carefully review the cost elements in their Final bids and BAFOs, since they will not have the option to correct errors after the time for submission.
3. 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 4.6, 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.
4. 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.
5. At the State's sole discretion, it may declare all Final bids 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. 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 as modified by any addenda. The new Final Bids will be evaluated as required by Section 4, Bid Evaluation.

## 4.8 IFB Requirements Evaluation

Response to Exhibit 3, Response to IFB Requirements, will be evaluated as a pass/fail. If a Bid fails to meet any mandatory requirement specified in the IFB, it will be considered a deviation in accordance with Section 2.5, Identification and Classification of Solicitation Requirements.

## 4.9 Socioeconomic Programs

Bidders who claim socioeconomic preference or incentive will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claim. If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for any of the claimed programs, then the bidder will not be eligible for the preference or incentive. If the State is able to validate the Bidder's claim, the qualified preference or incentive for the Contractor will be indicated in the ordering instructions after award.

## 4.10 Evaluation of Final Bids: Business and Technical Requirements Evaluation

Any deviation of any requirement other than the mandatory non-negotiable requirements must be resolved to the State's satisfaction during negotiations and corrected in the Bidder's BAFO.

### 4.10.1 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 3.7.2.1, SOW Mandatory Business and Technical Requirements. If a bid lacks a valid response to any requirement (marking "No" to a Mandatory requirement or providing incomplete or conditional description(s)), it WILL be considered a deviation.

### 4.10.2 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 3.7.2.1, 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" to a Mandatory requirement or providing incomplete or conditional description(s)), it WILL be considered a deviation.

## 4.10.3 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 4.10.3, Unsolicited Offerings. Any offered Unsolicited individual item deemed by the State to be in conflict with SOW Mandatory requirements, out of scope, insufficiently described, or otherwise not in the best interests of the State shall be disqualified from the offering. Offered Unsolicited items that are dependent upon a different disqualified individual Unsolicited offering shall also be disqualified. Unsolicited items may be rejected by the State up to 180 Business Days after award. See Section 5.6, 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 4.10.5.4, 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.

## 4.10.4 Scoring of SOW Business and Technical Requirements

Those Bidders that have passed the evaluation of all required information of this IFB as described in Section 4, Bid Evaluation, will have their responses to the SOW's Business and Technical Requirements scored as described below.

### 4.10.4.1 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 4.10.1, SOW Business Requirements Evaluation (Pass/Fail), and Section 4.10.2, Technical Requirements Evaluation (Pass/Fail), shall receive 3,500 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 the

response will be noted as a deviation. Any response that is not compliant with the SOW Business Requirements will be considered a deviation and must be resolved to the State's satisfaction in negotiations.

4.10.4.2 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 | 50.0% |
| Basic | 0.0% |

The same table and values shall apply to items where only Premier and Basic performance levels are identified.

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

**Table 7: Maximum M-S points for Category 20, MPLS Data Network**

| Section # | Category 20 Section Title | Maximum Points |
|---|---|---|
| **20.4.8.1** | **Availability** | **46** |
| | DS1 | 12 |
| | DS3 | 14 |
| | Ethernet | 20 |
| **20.4.8.2** | **Catastrophic Outage 1** | **40** |
| | MPLS | 40 |
| **20.4.8.3** | **Catastrophic Outage 2** | **55** |
| | MPLS | 55 |
| **20.4.8.4** | **Catastrophic Outage 3** | **75** |
| | MPLS | 75 |

| Section # | Category 20 Section Title | Maximum Points |
|---|---|---|
| **20.4.8.5** | **Delay- Round Trip Transmission for MPLS Services** | **74** |
| | MPLS ≥ 1.536 Mbps to < 10 Mbps | 22 |
| | MPLS ≥ 11 Mbps to < 100 Mbps | 24 |
| | MPLS ≥ 100 Mbps | 28 |
| **20.4.8.6** | **Excessive Outage** | **70** |
| | MPLS | 70 |
| **20.4.8.9** | **Provisioning** | **90** |
| | MPLS Access Transport Speeds | 30 |
| | MPLS Port Transport Speeds | 30 |
| | MPLS Port, Access, and Layer 3 Bundled Transport Speeds | 30 |
| **20.4.8.10** | **Time to Repair** | **50** |
| | MPLS | 50 |
| | **Category 20, Maximum Possible (M-S) Points:** | **500** |

**Table 8: Maximum M-S points for Category 21, Standalone VoIP**

| Section # | Category 21 Section Title | Maximum Points |
|---|---|---|
| **21.4.8.1** | **Availability** | **38** |
| | Standalone VoIP Handset Service Packages | 23 |
| | Standalone VoIP Voice Mail | 15 |
| **21.4.8.2** | **Catastrophic Outage 1** | **67** |
| | Standalone VoIP | 34 |
| | Standalone VoIP Voice Mail | 33 |
| **21.4.8.3** | **Catastrophic Outage 2** | **100** |
| | Standalone VoIP Handset Service Packages | 53 |
| | Standalone VoIP Voice Mail | 47 |
| **21.4.8.4** | **Catastrophic Outage 3** | **111** |
| | Standalone VoIP Handset Service Packages | 60 |
| | Standalone VoIP Voice Mail | 51 |
| **21.4.8.5** | **Excessive Outage** | **67** |
| | Standalone VoIP Handset Service Packages | 35 |
| | Standalone VoIP Voice Mail | 32 |
| **21.4.8.6** | **Jitter** | **15** |
| | Standalone VoIP Handset Service Packages | 15 |
| **21.4.8.8** | **Packet Loss** | **15** |
| | Standalone VoIP Handset Service Packages | 15 |
| **21.4.8.9** | **Provisioning** | **32** |
| | Standalone VoIP Handset Service Packages | 17 |
| | Standalone VoIP Voice Mail | 15 |

| Section # | Category 21 Section Title | Maximum Points |
|---|---|---|
| **21.4.8.10** | **Time to Repair** | **40** |
| | Standalone VoIP Handset Service Packages | 22 |
| | Standalone VoIP Voice Mail | 18 |
| **21.4.8.11** | **VoIP Delay- One-way Transmission** | **15** |
| | Standalone VoIP Handset Service Packages | 15 |
| | **Category 21, Maximum Possible (M-S) Points:** | **500** |

**Table 9: Maximum M-S points for Category 22, Cloud-Hosted VoIP Services**

| Section # | Category 22 Section Title | Maximum Points |
|---|---|---|
| **22.4.8.1** | **Availability** | **30** |
| | Cloud-Hosted VoIP Services | 30 |
| **22.4.8.2** | **Catastrophic Outage 1** | **150** |
| | Cloud-Hosted VoIP Services | 150 |
| **22.4.8.3** | **Catastrophic Outage 3** | **170** |
| | Cloud-Hosted VoIP Services | 170 |
| **22.4.8.4** | **Excessive Outage** | **80** |
| | Cloud-Hosted VoIP Services | 80 |
| **22.4.8.6** | **Provisioning** | **30** |
| | Cloud-Hosted VoIP Services | 30 |
| **22.4.8.7** | **Time to Repair** | **40** |
| | Cloud-Hosted VoIP Services | 40 |
| | **Category 22, Maximum Possible (M-S) Points:** | **500** |

**Table 10: Maximum M-S points for Category 23, Metropolitan Area Network (MAN) Ethernet**

| Section # | Category 23 Section Title | Maximum Points |
|---|---|---|
| **23.5.8.1** | **Availability** | **105** |
| | EPL and EVPL MAE Service 10/100 Mbps | 30 |
| | EPL and EVPL MAE Service 1 Gbps | 35 |
| | EPL and EVPL MAE Service 10 Gbps | 40 |
| **23.5.8.2** | **Catastrophic Outage 1** | **55** |
| | MAE Service | 55 |
| **23.5.8.3** | **Catastrophic Outage 2** | **65** |
| | MAE Service | 65 |
| **23.5.8.4** | **Catastrophic Outage 3** | **75** |
| | MAE Service | 75 |
| **23.5.8.5** | **Excessive Outage** | **45** |
| | MAE Service | 45 |

| Section # | Category 23 Section Title | Maximum Points |
|---|---|---|
| **23.5.8.7** | **Latency** | **40** |
| | MAE Service | 40 |
| **23.5.8.8** | **Packet Loss** | **40** |
| | MAE Service | 40 |
| **23.5.8.9** | **Provisioning** | **40** |
| | MAE Service | 40 |
| **23.5.8.10** | **Time to Repair** | **35** |
| | MAE Service | 35 |
| | **Category 23, Maximum Possible (M-S) Points:** | **500** |

**Table 11: Maximum M-S points for Category 24, Flat Rate Internet Services**

| Section # | Category 24 Section Title | Maximum Points |
|---|---|---|
| **24.6.8.1** | **Availability** | **80** |
| | InFRa | 40 |
| | InFRaM | 40 |
| **24.6.8.2** | **Catastrophic Outage 1** | **60** |
| | Flat Rate Internet Service | 60 |
| **24.6.8.3** | **Catastrophic Outage 2** | **60** |
| | Flat Rate Internet Service | 60 |
| **24.6.8.4** | **Catastrophic Outage 3** | **70** |
| | Flat Rate Internet Service | 70 |
| **24.6.8.5** | **DDoS Mitigation** | **45** |
| | DDoS Mitigation | 45 |
| **24.6.8.6** | **Excessive Outage** | **75** |
| | Flat Rate Internet Service | 75 |
| **24.6.8.9** | **Provisioning** | **50** |
| | InFRa | 25 |
| | InFRaM | 25 |
| **24.6.8.10** | **Time to Repair** | **60** |
| | Flat Rate Internet Service | 60 |
| | **Category 24, Maximum Possible (M-S) Points:** | **500** |

**Table 12: Maximum M-S points for Category 25, Sustained Bandwidth Internet Services**

| Section # | Category 25 Section Title | Maximum Points |
|---|---|---|
| **25.6.8.1** | **Availability** | **140** |
| | InSBET | 60 |
| | InSBEP | 40 |

| Section # | Category 25 Section Title | Maximum Points |
|---|---|---|
| | InSBEPM | 40 |
| **25.6.8.2** | **Catastrophic Outage 1** | **50** |
| | Sustained Bandwidth Internet Service | 50 |
| **25.6.8.3** | **Catastrophic Outage 2** | **55** |
| | Sustained Bandwidth Internet Service | 55 |
| **25.6.8.4** | **Catastrophic Outage 3** | **55** |
| | Sustained Bandwidth Internet Service | 55 |
| **25.6.8.5** | **DDoS Mitigation** | **45** |
| | DDoS Mitigation | 45 |
| **25.6.8.6** | **Excessive Outage** | **60** |
| | Sustained Bandwidth Internet Service | 60 |
| **25.6.8.9** | **Provisioning** | **60** |
| | InSBET | 20 |
| | InSBEP | 20 |
| | InSBEPM | 20 |
| **25.6.8.10** | **Time to Repair** | **35** |
| | Sustained Bandwidth Internet Service | 35 |
| | **Category 25, Maximum Possible (M-S) Points:** | **500** |

**Table 13: Maximum M-S points for Category 26, SONET Point-to-Point Connectivity**

| Section # | Category 26 Section Title | Maximum Points |
|---|---|---|
| **26.5.8.1** | **Availability** | **60** |
| | OCX | 60 |
| **26.5.8.2** | **Catastrophic Outage 1** | **90** |
| | SPPS | 90 |
| **26.5.8.3** | **Catastrophic Outage 2** | **100** |
| | SPPS | 100 |
| **26.5.8.4** | **Catastrophic Outage 3** | **100** |
| | SPPS | 100 |
| **26.5.8.5** | **Excessive Outage** | **100** |
| | SPPS | 100 |
| **26.5.8.7** | **Provisioning** | **50** |
| | SPPS | 50 |
| | **Category 26, Maximum Possible (M-S) Points:** | **500** |

**Table 14: Maximum M-S points for Category 27, Standard Contact Center**

| Section # | Category 27 Section Title | Maximum Points |
|---|---|---|
| **27.3.8.1** | **Availability** | **45** |
| | Contact Center Service | 45 |
| **27.3.8.2** | **Catastrophic Outage 2** | **100** |
| | Contact Center Service | 100 |
| **27.3.8.3** | **Catastrophic Outage 3** | **115** |
| | IVR and/or ACD Service | 115 |
| **27.3.8.4** | **Contact Center Service Outage** | **140** |
| | Contact Center Service | 140 |
| **27.3.8.5** | **Excessive Outage** | **60** |
| | Contact Center Services | 60 |
| **27.3.8.7** | **Provisioning** | **40** |
| | Contact Center Service | 40 |
| | **Category 27, Maximum Possible (M-S) Points:** | **500** |

**Table 15: Maximum M-S points for Category 29, Converged VoIP**

| Section # | Category 29 Section Title | Maximum Points |
|---|---|---|
| **29.4.8.1** | **Availability** | **58** |
| | Converged VoIP | 35 |
| | Converged VoIP Voice Mail | 23 |
| **29.4.8.2** | **Catastrophic Outage 1** | **54** |
| | Converged VoIP | 33 |
| | Converged VoIP Voice Mail | 21 |
| **29.4.8.3** | **Catastrophic Outage 2** | **82** |
| | Converged VoIP | 50 |
| | Converged VoIP Voice Mail | 32 |
| **29.4.8.4** | **Catastrophic Outage 3** | **94** |
| | Converged VoIP | 57 |
| | Converged VoIP Voice Mail | 37 |
| **29.4.8.5** | **Delay - Round Trip Transmission for Converged VoIP Service** | **18** |
| | Converged VoIP | 18 |
| **29.4.8.6** | **Excessive Outage** | **70** |
| | Converged VoIP | 43 |
| | Converged VoIP Voice Mail | 27 |
| **29.4.8.7** | **Excessive Usage of Site Survivability Network Failure Service** | **14** |
| | Converged VoIP Site Survivability Network Failure | 14 |
| **29.4.8.8** | **Jitter** | **18** |
| | Converged VoIP | 18 |
| **29.4.8.10** | **Provisioning** | **42** |
| | Converged VoIP | 31 |
| | Converged VoIP Voice Mail | 19 |
| **29.4.8.11** | **Time to Repair** | **50** |
| | Converged VoIP | 31 |
| | Converged VoIP Voice Mail | 19 |
| | **Category 29, Maximum Possible (M-S) Points:** | **500** |

**Table 16: Maximum M-S points for Category 30, Broadband with Internet Service**

| Section # | Category 30 Section Title | Maximum Points |
|---|---|---|
| **30.2.5.5** | **Contractor's Core Network Availability** | **80** |
| | BIS | 80 |
| **30.2.5.6** | **Contractor's Internet Service Delivery - CPE** | **90** |
| | BIS | 90 |
| **30.2.5.7** | **Network Latency** | **80** |

| | | |
|---|---|---|
| | BIS | 80 |
| **30.5.8.1** | **Availability SLA** | **30** |
| | BIS | 30 |
| **30.5.8.2** | **Catastrophic Outage 1** | **40** |
| | BIS | 40 |
| **30.5.8.3** | **Catastrophic Outage 2** | **45** |
| | BIS | 45 |
| **30.5.8.4** | **Excessive Outage** | **50** |
| | BIS | 50 |
| **30.5.8.6** | **Provisioning** | **35** |
| | BIS | 35 |
| **30.5.8.7** | **Time to Repair** | **50** |
| | BIS | 50 |
| | **Category 30, Maximum Possible (M-S) Points:** | **500** |

4.10.4.3 Earned DVBE Incentive Points

The percentage of confirmed and qualified DVBE participation shall generate a percentage of the total available cost and non-cost points for each Bidder. Since there are 10,000 total potential points, the percentages depicted in Section 2.28, DVBE Program and Incentive, Table 2, DVBE Incentive Scale, result in the Bidder earning the DVBE Incentive points according to the Table 16 below.

**Table 16: 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 |

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.

4.10.4.4 Total Non-Cost Points

Within Categories 20-27 and 29-30, 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:

1. The 3,500 points earned for Mandatory pass/fail compliance
2. The points earned from the scoring of (M-S) items (if applicable for the specific Category)
3. The earned DVBE Incentive points

## 4.10.5 Cost Evaluation

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

1. Cost Worksheets
2. Cost Supporting Literature (only required if offering Unsolicited priced items)
3. Catalog A

The evaluation of costs shall be based on the instructions contained in the cost sheets.

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

### 4.10.5.1 Catalog A Evaluation

The Bidders' Catalog A 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 3.7.2.3, Catalog A. If any information provided by the Bidder in response to a Mandatory item in Catalog A conflicts with IFB C4DNCS19's associated SOW Mandatory requirement(s), the Catalog A submitted information will be identified as a deviation.

The evaluation of the Catalog A 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.

4.10.5.2 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 Section 2.3.17. 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.

4.10.5.3 Scoring of Costs of Mandatory Requirements

Each Category's Bidder with the lowest total eight-year cost for all Mandatory items, adjusted as appropriate for TACPA preferences, will receive 5,500 earned points. All other compliant Bidders in that Category will receive a portion of the 5,500 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 5,500 points = the Bidder's earned points for Mandatory costs.

4.10.5.4 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's Cost Worksheets for every Unsolicited item offered by the Bidder per the instructions for Unsolicited items in IFB Section 3.7.2.5, Cost Worksheet Elements, 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 Section 4.10.3, Unsolicited Items Technical Evaluation.

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

1. Each item offered by the Bidder and accepted by the State for evaluation scoring must be found in a catalog that includes a name or description equivalent to that offered by the Bidder in its CALNET offer.
2. For cost evaluation purposes, a quantity of one 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:
    a. One one-time costs (e.g., installation cost)
    b. Twelve monthly recurring charges
3. Any sub-cost elements of any offered Unsolicited item that are not priced in the Bidder's published catalog, or that cannot be found by the State in the catalog, shall be assumed to have a zero catalog price for that sub-cost element. If a discrepancy is found between a catalog price entered in the Cost Worksheet by the Bidder compared to the price shown in the Bidder's catalog, the price published in the catalog shall be used to represent the worksheets' catalog price, and the State may correct the catalog price entered by the Bidder.
4. The total price per individual Unsolicited item offered for CALNET shall not exceed the total catalog price of that item using the above catalog sub-cost quantities and elements (3.a and b above).
5. Offered Unsolicited items that exceed their published catalog price or that are, in the sole opinion of the State, to be above the market price for similar products or services, or would impose unacceptable direct, indirect or hidden program costs to the State or to the 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 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 4.10.3, Unsolicited Items Technical Evaluation.

7. Unsolicited items offered with a CALNET C4DNCS19 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 C4DNCS19 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:

(Bidder's total catalog price – Bidder's total offered CALNET C4DNCS19 price) ÷ by Bidders total catalog price = 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:

Bidder's overall percentage discount ÷ by the highest overall discount of all Bidders x 500 points = Bidder's earned Unsolicited item points.

4.10.5.5 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 6,000 final cost points. Every other compliant Bidder will be awarded a portion of the 6,000 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 6,000 points = the Bidder's final awarded total cost points.

### 4.10.6 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 2.27, 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.

### 4.10.7 Adjustments for Exclusion of Mandatory and Unsolicited Items

The State has the right to not award any portion of the IFB'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 4.10, Final Bid Evaluation, unless the exclusion of an Unsolicited item occurred after award per Section 5.6, Removal of Unsolicited Items.

### 4.10.8 Final Bid Evaluation Results

The evaluation team will document the results of each Bidder's evaluation to determine which Bids are eligible for negotiations with the State.

### 4.10.9 Submission of Amended Final Bid

The State may require submission of an amended final bid(s) incorporating any revisions made through the bid clarification process.

## 4.11 Negotiation Phase

The State intends to enter into negotiations as set forth in Section 3.5 Negotiations under PCC §6611.

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

The State may discuss any aspect of the Bidder's bid that could, in the opinion of the State, be altered or explained to materially enhance the bid's potential for award. However, the State is not required to discuss every area where the Bidder's bid could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment.

At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the criteria for Best and Final Offer evaluation to obtain a value effective solution.

All aspects of the Bidder's bid are confidential until after the issuance of the notification of award.

NOTE: In the event no compliant bids are received, the State at its discretion may proceed to negotiations with all firms that submitted a bid.

### 4.11.1 Negotiation Invitation

Once substantially compliant Bidders are determined based on the criteria set forth in section 3.5 Negotiations, the State will notify those bidders in writing: (1) that the State is initiating negotiations pursuant to Public Contract Code 6611(a); (2) the general purpose and scope of the negotiations; (3) the anticipated schedule for the negotiations; and (4) the procedures to be followed for negotiations. Bidder(s) who have been invited to participate in negotiations must confirm attendance, in accordance with the invitation instructions, within five State business days of invitation.

### 4.11.2 Best and Final Offer Submission (BAFO)

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will establish a date and time for receipt of the BAFOs based on when the Bidder's BAFO negotiations occur. A Bidder's BAFO is an irrevocable offer for one hundred eighty (180) calendar days following the scheduled date for submission of a final accepted BAFO. A Bidder may extend the offer in the event of a delay in Contract award.

BAFOs must be submitted to the location identified in Section 2.2.1, Procurement Official, by the specific date and time that will be communicated to each Bidder individually in writing.

The BAFO submission must address the following:

1. A supplemental bid containing all negotiated/revised section(s) of the Bidder's original Final bid, any other revised area specifically required by the State to be included in the BAFO, and revisions made necessary in accordance therewith.
2. The supplemental bid must include all changes made to negotiated section(s) of the Bidder's original Final bid in tracked changes. Changes to the Bidder's original Final bid that are not tracked in the supplemental bid or otherwise identified may result in rejection of the bid or cause for termination of the Contract.
3. An executive summary must accompany the supplemental bid, identifying a list of all changes (other

than non-substantive changes to formatting, punctuation and grammar) that have been made to the Bidder's original Final bid. The Bidder must include and attest to the following statement within the Executive Summary:

"This Best and Final Offer (BAFO) is in response to IFB C4DNCS19 and the changes identified in this executive summary represent all changes made to {Bidder's name} Final bid previously submitted to the State. Any substantive change not included in this list is non-operative, non-binding, and will not be considered a part of the {Bidder's name} BAFO."

### 4.11.3 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 20 – 30, if a Bidder's Final Total Awarded Points are not more than 10% below the average baseline of the Category, the Bidder will be qualified for an award in the 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 4.10.5 Cost Evaluation, and 4.10.6, Total Awarded Points Adjusted for Small Business Preference, will be reviewed to determine if the application of any TACPA preferences points resulted in the displacement of the Bidder. If the Bidder was displaced only for that reason, the Bidder will be qualified for award.

However, a firm that receives a five percent (5%) Small Business Subcontractor preference that is not a DGS certified Small Business per Section 2.27, may be displaced by the application of the TACPA preferences.

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 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 Bidders and they are fifteen percent 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 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 Bidders and they are fifteen percent or more apart then both Bidder's scores will be used.

### 4.11.4 Evaluation of BAFO Submission

The State will evaluate the BAFO submissions for compliance with IFB requirements and negotiated items to determine which BAFO provides the most value effective solution for the State. The State will document the evaluation process and selection criteria in its final selection documents.

## 5 AWARD AND EXECUTION

Contract Award, if made, will occur pursuant to the Key Action Dates of the Solicitation document specified in Section 2.3, Key Action Dates; however, the State, at its sole option, may change the Contract Award date. The State reserves the right to modify or cancel in whole or in part its Solicitation document. The State reserves the right at any time to reject any or all bids.

### 5.1 Notification of Awards

The State will publish a written "Notification of Award" to all Bidders who have submitted a Final bid in response to this IFB.

See Section 2.3, Key Action Dates, for the anticipated date for the Notification of Awards.

### 5.2 Additional Documents Required for Award

The State reserves the right to require additional documentation as may be necessary to complete the award of its Contract. Such additional documentation beyond those listed under Section 6, *Bid Format and Submission Requirements*, shall be determined by the State and may include but are not necessarily limited to: a revised STD 213, *Standard Agreement* - to be signed by the Bidder; and Cost Worksheets. Such additional required

documents are not intended to impose new requirements upon the Bidder and shall not be refused by the Bidder.

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

## 5.3 Protests of Awards

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

## 5.4 Debriefing

A debriefing may be held within three (3) months after Contract award at the request of any Bidder disqualified from participating in Negotiations due to a deviation of any non-negotiable requirement identified in Section 3.5, Negotiations. The discussion will be based primarily on the administrative and bid requirements and cost evaluations of the Bidder's submission. A debriefing is not the forum to challenge the solicitation specifications or requirements.

## 5.5 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 the IFB'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 2.3, 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, unless otherwise expressly provided in IFB C4DNCS19.

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, this IFB.

## 5.6 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.

## 5.7 Contract Documents

After the Notification of Award is posted, the State will assemble four 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.

## 5.8 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 5.8.1; final clarification and CALNET CMO approval of Catalog A 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 – eVAQ, 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.

### 5.8.1 Catalog B – Final List of Awarded Items

The Catalog B is required to be created and submitted by the Contractor after award and will be used by the Contractor and the State to indicate the Contractor's maximum offered pricing to the Customers, and be included on the Contractor's CALNET C4DNCS19 Public Website per the SOW Business Requirements Section G.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 C4DNCS19 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.

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.

## 5.9 Elected Open Period

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

The EOP will be implemented at the State's sole discretion. The EOP participation for new Bidders may not be implemented sooner than 36 months after Contract award and not later than 48 months before expiration of the maximum Contract term. Further, the EOP will not extend the original term of this Contract.

Evaluation of the new bids and Contract Award, if made, shall be in accordance with the original evaluation and award methodology.

Should the EOP occur, it will be announced on the State's electronic procurement system, Cal eProcure, and notification will be provided to all incumbent Contractors.

# 6 ATTACHMENTS

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

1. Attachment 1 – Bid Submission Checklist. Per Section 3.2.2.4, this attachment is not guaranteed to include all necessary items.
2. 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 1 – BID SUBMISSION CHECKLIST



Has your firm submitted the following pre-bid information?

☐ Exhibit 1, Intent to Bid form

☐ Exhibit 2, Confidentiality Statement (as applicable)

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

☐ Packaged and labeled as identified in Section 3.6.2.

☐ Provided in the number of copies and formatted as identified in Section 3.7.1, with one 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 3.7.3?

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

Required IFB submittals

☐ Exhibit 3: Response to IFB Requirements

☐ Exhibit 4: Bidder Qualifications (includes 4.1 and 4.2)

☐ Exhibit 5: Cover Letter Form

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.)

# ATTACHMENT 1 – BID SUBMISSION CHECKLIST (Cont'd)

## Page 2 of 2

Required Exhibits

☐ Exhibit 9: Bidding Preferences and Incentives

☐ Exhibit 6: GSPD 05-105, Bidder Declaration

☐ Exhibit 7: STD 843, DVBE Declarations (required if claiming a DVBE incentive per Section 2.28.)

☐ Exhibit 8: STD 830, TACPA Preference Request (required if claiming TACPA preference per Section 2.30.)

☐ Exhibit 10: Commercially Useful Function (required if claiming a Small Business contracting/subcontracting preference or DVBE contracting/subcontracting incentive per Section 2.29.)

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

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 2.2. 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 for each submission.

Document(s) – Identify the document(s) the question pertains to, such as, IFB 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 C4DNCS19 Bidder Question Form**

**Name of Bidder:**

**Contact Person:**

**Contact Email and Phone Number:**

Question Format

| Q# | Document(s) | Section # | Question |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |