INVITATION FOR BID

IFB C4DNCS19
Data Networks and Communications Services

FOR CATEGORIES 20 – 30

APPENDIX A

SOW GLOSSARY

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Addendum #9

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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
3	12/5/19	Added Term "Fully Functional"
5	1/14/20	Added Category 30 to Title Page.
8	6/12/20	Modified Outage Duration Definition
9	7/2/20	Modified Outage Duration Definition

APPENDIX A – GLOSSARY

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

"24x7" shall mean 7 days a week, 24 hours per day.

"ACTUAL ARRIVAL DATE" Shall mean Contractor technician's actual date of arrival on Customer premise reported in the Trouble Ticketing Reporting and Tracking System.

"ACTUAL ARRIVAL TIME" Shall mean Contractor technician's actual time of arrival on Customer premise reported in the Trouble Ticketing Reporting and Tracking System Military time or equivalent.

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

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

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

"AGREEMENT" shall have the same meaning as "SOW", "CALNET DNCS" and "Contract" and the terms shall be used interchangeably.

"AVAILABILITY PERCENTAGE" except as otherwise defined in a Service Level Agreement, shall mean the Scheduled Uptime less Unavailable Time divided by Scheduled Uptime multiplied by 100.

"**AVERAGE DAILY USAGE COST (ADUC)**" shall mean the method of calculating rights and remedies for usage-based outages. ADUC shall be derived by

dividing the Customer's total Business Day usage (i.e., minutes, calls) in the month prior in which the failure occurred by the number of Business Days in the month prior in which the failure occurs. This will produce a daily average of Business Days usage. The daily average of Business Day usage shall then be multiplied by the unit charge for the associated service to produce an average daily cost of the service for the current month. ADUC rights and remedies will be a number of those average daily costs adjusted back to the Customers impacted by the service outages.

"BAN" shall mean a unique Billing Account Number used to designate a Customer or Customer location that will be billed, which can represent multiple BTNs, Circuit IDs, or WTNs.

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

"BIDDER" shall mean a supplier who submits a Bid to the State in response to the IFB.

"BTN" shall mean a specific Billing Telephone Number recorded by the switch on a Call Detail Record identifying the party to be billed for the call.

"BUSINESS DAY" shall mean 7:00 a.m. to 4:59 p.m. Pacific Time, Monday through Friday, excluding State observed holidays.

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

"CALNET 3" shall mean the Contracts resulting from IFB STPD 12-001-A & 12-001-B.

"CALNET DNCS" shall mean the Contracts resulting from IFB C4DNCS19.

"CALNET CMO" shall mean the CALNET Contractor Management Organization.

"CAT" shall mean a type of Catastrophic Outage.

"CATALOG ID" shall mean an identifier assigned to each Product ID that is unique for the Contractor, Contract and Category.

"CATALOG IDENTIFIER" shall mean Circuit ID/Service ID: A unique identifier assigned to each service ordered by a Customer. Examples of a Circuit ID or Service ID are an access circuit number or a telephone number.

"CATEGORY" shall mean the CALNET Category number from which the Service has been procured. This is not the procurement contract number.

"CHANGE DATE" shall mean the actual date the Contractor completes the service/feature move, add, change, or delete as deemed acceptable by the Customer.

"CHANGE TYPE" shall mean type of service/feature change processed by the Contractor per the Customer's Service Request. This is either a move, add, change, or delete.

"COMMERCIALLY AVAILABLE AREA" shall mean the geographic area in which the Contractor currently offers or provides the specific service to the public or any government organization.

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

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

"CONTRACT AWARD" shall mean the award of the Contract resulting from IFB C4DNCS19.

"CONTRACTOR ID" shall mean the unique identifier for the Contractor as provided by CALNET Program.

"CONTRACT TERM" shall mean the time span beginning with the Contract Award and ending with the termination of the Contract, including Contract extensions when executed by the State.

"CONTRACTOR" shall have the meaning given it in Section 1, Definitions, of the General Provisions – eVAQ.

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

"CONVERSION" shall mean Transition, Migration and Transfer as described herein.

"CUSTOMER PREMISE EQUIPMENT (CPE)" shall mean Customer owned telecommunications Equipment located at a Customer location.

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

"**CUSTOMER ACCEPTANCE**" shall mean written acknowledgement by the authorized Customer that the service is one-hundred percent operational for use as documented by the Customer or the Contractor. If there is a discrepancy between the Customer's acceptance date and the Contractor's acceptance date, the Customer's acceptance date shall prevail.

"CUSTOMER CODE" shall mean the unique code for each Customer that is up to five characters long.

"CUSTOMER CONTACT" Shall mean the name of Customer responsible for acting as a point of contact for CALNET service issues reported to the Trouble Ticketing Reporting and Tracking System.

"CUSTOMER CONTACT INFORMATION" Shall mean the telephone number or email address for the Customer Contact.

"CUSTOMER ID" shall mean unique identifier assigned to each Customer as provided by the State.

"CUSTOMER NAME" Shall mean the Customer name as defined in the SOW Business Requirements, Section G.4.1, *Customer Naming Conventions.*

"DAYS PD" shall mean the number of calendar "days past due" from date of written order confirmation notification.

"**DELIVERABLES**" shall have the meaning given it in Section 1, *Definitions,* of the General Provisions – eVAQ.

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

"DUE DATE" shall mean the actual date the Contractor and the Customer mutually agree service order will be completed in accordance with Provisioning SLA sections in each Category Technical Requirements solicitation.

"DVBE" shall mean a Disabled Veterans Business Enterprise.

"END-USER" shall mean an individual within an Entity that is receiving Services and/or features provided under the Contract.

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

"**EQUIPMENT**" shall have the meaning given it in Section 1, Definitions, of the General Provisions – eVAQ.

"FACILITIES" shall mean outside plant, cable, capacity, and Telecommunications sites and/or systems provided by either the State or the Contractor.

"FEATURE NAME" shall mean the Feature Name in the Bidder's Catalog A & Technical SOW.

"FULLY FUNCTIONAL" shall mean the service is working correctly or as expected in every way.

"FORM 20" shall mean the State's Telecommunications Service Request form (also referred to as STD. 20 or Form STD. 20).

"GENERAL PROVISIONS - eVAQ" shall mean the CALNET General Provisions - eVAQ. When reference is made to a Section of the General Provisions, without mention of or contextual reference to a specific Category, such reference is to the General Provisions of each Contract.

“IFB” shall have the meaning given in Section 1, Definitions, of the General Provisions - eVAQ.

“ILECS” shall mean Incumbent Local Exchange Carriers.

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

“INDIVIDUAL PRICE REDUCTIONS” or “IPR” shall mean the reduction in the pricing of Services provided to an individual Customer pursuant to the methodology described in the SOW Business Requirements Section G.9.1.

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

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

“KEY PERSONNEL” shall mean the Contractor or Subcontractor personnel identified as such in the SOW Business Requirements Section G.2.3.

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

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

“MIGRATION” or “MIGRATE” shall mean as described in the SOW Business Requirements, Section G.11.1.2.

“MIGRATION-IN PLAN” shall mean as described in the SOW Business Requirements, Section G.11.2.4.

“MIGRATION-OUT PLAN” shall mean as described in the SOW Business Requirements, Section G.11.2.6.

“OUTAGE DATE” shall mean the actual date Contractor trouble ticket was opened by either the Contractor or the Customer.

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

"PHYSICAL TRANSITION" shall mean that existing equipment will be changed and will require coordination with the Customer prior to the billing Transition. Physical Transition may include a change to the Monthly Recurring Charge (rate).

"PRIMARY BIDDER" shall mean the sole responsible party for the successful performance of all Subcontractors and support services offered in response to this bid, and is the sole point of contact regarding all contractual matters.

"PRODUCT IDENTIFIER" or **"PRODUCT ID"** shall mean a unique Contractor-defined code specific to the service or feature name as included in the Bidder's response to the Technical Requirements. If a bundled set of features are offered together at a single price as an Unsolicited Item, a unique Product ID shall be assigned to represent the bundle. Product IDs in the Bidder's response to the Technical Requirements shall not reoccur or appear in any other CALNET DNCS solicitation unless pricing is the same. Product Identifiers should be 25 characters or less.

"PROVISIONING" shall mean new service or service moves, adds, changes, and deletes.

"PROVISIONING PERIOD" shall mean the month the Contractor reports service orders in accordance with the SOW Sections 20.6.8, 21.6.8, 22.5.8, 23.5.8, 24.6.8, 25.6.8, 26.5.8, and 27.3.8.

"PROVISIONING R&R %" shall mean the Rights and Remedies percentage credited or refunded for Provisioning SLAs as detailed in SOW sections 20.6.8.12, 21.6.8.9, 22.5.8.6, 23.5.8.9, 24.6.8.9, 25.6.8.9, 26.5.8.7, and 27.3.8.7. The Provisioning SLA Rights and Remedies percentage will reflect "50%" if the individual objective is missed per order and "100%" if Monthly Completion percentage objective is missed per service per month.

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

"QUANTITY" shall mean the total number of billable units for the specified Product ID in the reporting month.

"R&R %" shall mean the Rights and Remedies percentage credited or refunded per SOW Technical Requirements SLA Sections 20.6.8, 21.6.8, 22.5.8, 23.5.8, 24.6.8, 25.6.8, 26.5.8, and 27.3.8.

"RATE-ONLY TRANSITION" shall mean that the Monthly Recurring Charge (rate) may change due to the Transition from one contract to the next awarded contract.

"REQUIREMENT" shall mean the business, technical, and administrative specifications and Deliverables established by the State throughout the IFB.

"RESTORE DATE" shall mean the actual date the Customer Service was restored, accepted and documented in the Contractor's trouble ticket.

"RESTORE TIME" or "**RESTORAL TIME"** shall mean the actual time of day the Customer Service was restored, accepted and documented in the Contractor's trouble ticket.

"RESTORAL" shall mean the return of the service to the original, normal, fully functional, or unimpaired condition.

"REPORTED TROUBLE" Shall mean the written explanation of the trouble reported by the Customer in the Trouble Ticket Reporting System.

"RESTORAL ACTIVITY PERFORMED" Shall mean the written chronological explanation and timestamp of the Contractor's trouble shooting and restoration activities provided in Contractor's trouble ticket.

"SCC MINUTES" Shall mean the total Stop Clock Condition duration in minutes applied per trouble ticket SOW Technical Requirements Sections 20.6.7, 21.6.7, 22.5.7, 23.5.7, 24.6.7, 25.6.7, 26.5.7, and 27.3.7.

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

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

"SERVICE MONTH" shall mean the calendar month the service and/or feature is provided or moved, added, changed, or deleted.

"SERVICE REQUEST" shall mean the document used to order (also includes moves, adds, changes or deletes) CALNET DNCS Services such as a Form 20, STD. 65 or other Entity authorized procurement document.

"SERVICE TYPE" shall mean the name of the service grouping as defined in each table heading of the Bidder's Catalog A.

"SLA" shall mean the name of Service Level Agreement. The Contractor shall provide the SLA name as it appears in the Category solicitation when the trouble ticket failure qualified for and Contractor applied rights and remedies under the named SLA.

"SLA APPLIED" shall mean a "Yes" or "No" indicating if individual provisioning SLA applies.

"SLA REPORT PERIOD" shall mean the month and year for all trouble tickets reported in accordance with Service Level Agreement (SLA) Reports Naming Convention).

"SR DATE" shall mean the date the service request for the service/feature move, add, change, or delete was submitted.

"SR NUMBER" shall mean the Entity's service request number as provided on the Telecommunications Service Request.

"STATE" shall have the meaning given it in Section 1, *Definitions,* of the General Provisions – eVAQ.

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

"STATUS" Shall mean the Contractor trouble ticket status.

"STOP CLOCK CONDITIONS (SCC)" shall mean the Stop Clock Condition name in the Contractor's trouble ticket system in the SLA language in each Category solicitation.

"**SUBCONTRACTOR**" shall mean any party that is contracting with the Contractor to perform/provide Services and/or features on behalf of the Contractor.

"TERM" shall have the meaning given it in Section 5, Irrevocable Offer, of the General Provisions - eVAQ.

"TICKET #" shall mean the Contractor's trouble ticket number.

"TICKET CLOSE DATE" shall mean the actual date Contractor trouble ticket was closed by Contractor.

"TICKET CLOSE TIME" shall mean the time Actual time of day Contractor trouble ticket was closed by Contractor.

"TICKET OPEN DATE" shall mean the actual date the Contractor trouble ticket was opened by either the Contractor or the Customer.

"TICKET OPEN TIME" shall mean the actual time of day the Contractor trouble ticket was opened by either the Contractor or the Customer.

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

"TOTAL SLA CREDITS" shall mean the total amount being credited to the Customer.

"TRANSFER" shall mean as described in the SOW Business Requirements, Section G.11.1.3.

"TRANSITION" shall mean as described in the SOW Business Requirements, Section G.11.1.1.

"TRANSITION-IN PLAN" shall mean as described in the SOW Business Requirements, Section G.11.2.2.

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

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

“WTN” shall mean the Working Telephone Number or End-User telephone number.