INVITATION FOR BID
IFB C5WMS25
WIRELESS MOBILITY SERVICES

PART 1– GENERAL INSTRUCTIONS

FOR CATEGORIES 501-506

AUGUST 20, 2025

ADDENDUM #3

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STATE OF CALIFORNIA
California Department of Technology
Office of Statewide Technology Procurement
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Disclaimer: The original PDF version and any subsequent addenda to this IFB remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, exhibits, specifications, or provisions, which constitute the Contract, the official State version of the IFB in its entirety shall take precedence.

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ADDENDUM LOG

Revision #	Date	Addendum Description
1	07/09/2025	Revised Key Action Dates
2	08/08/2025	Revised Key Action Dates; Modified Table 3-1: Minimum Amounts by Category; Updated Table of Contents page numbering.
3	08/20/2025	Modified Table 7-6: Maximum M-S points for SOW Business Requirements Bidder's Commitments for Category 502 CALNET First Responder Cellular Services.

PART 1 – GENERAL INSTRUCTIONS

1 INTRODUCTION

This solicitation is conducted under the policies and procedures developed by the California Department of Technology (CDT) as provided under Public Contract Code (PCC) § 6611 et seq., which provides the authority to use a competitive negotiation process when the State of California's (State) business need or the purpose of a procurement or contract is known, but negotiation is necessary to ensure the State receives the best value or the most cost-efficient Goods, Services, and telecommunications technology.

This solicitation contains the instructions governing the Requirements for a fixed price Bid to be submitted by interested Bidders. Also specified in this solicitation is the required format for Bid submissions and the material to be included therein. This solicitation also addresses the Requirements Bidders must meet to be eligible for consideration, as well as Bidder's responsibilities before and after award.

The following terms are used interchangeably throughout the solicitation documents: (1) "Contract" and "Agreement;" and (2) "response" and "proposal" and "Bid."

1.1 Purpose of this Invitation for Bid

The purpose of this Invitation for Bid (hereinafter referred to as "IFB C5WMS25" or "IFB" or "solicitation") is to obtain Bids to provide Wireless Mobility Services ("WMS") in the Categories listed below.

This IFB is issued independently of other Category solicitations. The Services sought by this IFB consist of six Categories as follows:

1. Category 501 – Cellular Business Voice and Data Services
2. Category 502 – CALNET First Responder Cellular Services
3. Category 503 – Satellite Mobility Voice and Data Services
4. Category 504 – Geostationary Earth Orbit (GEO) Satellite Data Network
5. Category 505 – Low Earth Orbit (LEO) Satellite Broadband Internet Services
6. Category 506 – Fixed Wireless Access Services

As a result of this solicitation, the State intends to award each Category to multiple Bidders. Awards for Categories shall result in a single coterminous award. Any delay with award of a Category may result in a subsequent solicitation.

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 7, Bid Evaluation. The intent of this IFB is to establish a list of Contractors with active Contracts of Services and prices for the above Categories. Additionally, this IFB will establish specific Service Level Agreements, Business and Technical Requirements, and other relevant conditions for awarded Contractors.

Contractors awarded a Contract as a result of this IFB will be allowed to solicit Customer orders in areas throughout the state where the Contractor identified an ability to provide awarded Services.

1.2 Background

The California Network and Telecommunications (CALNET) program focuses on providing services that meet the State's complex and critical telecommunications and network business needs. In 2019, Contracts for CALNET 4 were awarded and have been used to provide telecommunications and network Services to the State.

This IFB is part of the next group of CALNET Contracts – CALNET 5 – and is intended to continue the Provisioning of telecommunications and network Services to State entities.

This CALNET 5 IFB will allow qualified Bidders to compete to obtain an award in all eligible telecommunications and network Categories. Contracts awarded as a result of this IFB shall not guarantee revenue or Customer orders for Services.

Prices established in Exhibit E, Cost Workbook and Exhibit D, SOW Catalog A shall be the maximum allowed price, excluding a State Associated Administrative Fee (SAAF) as directed by the State.

Throughout the life of the Contract, Contractors may lower their prices to remain competitive, however, they may not increase any prices beyond the CALNET 5 approved rates.

The Services being sought in this IFB are intended to replace the following CALNET 4 and State of California Department of Technology, Office of Statewide Technology Procurement (OSTP) Statewide Satellite Services:

1. Category 19.1 – Cellular Business Services – Awarded to AT&T, T-Mobile, and Verizon
2. Category 19.2 – First Responder Cellular Services – Awarded to T-Mobile and Verizon
3. OSTP Group 1 – Satellite Voice Services – Awarded to Adaptconn Inc., Remote Satellite Systems Intl., and USTronics.com Inc.
4. OSTP Group 2 – Satellite Data Services – Awarded to AT&T, IP Access International Inc., and USTronics.com Inc.

A description of CALNET 4 Services is available at the following location:

https://cdt.ca.gov/services/calnet-services

The site also provides links to:

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

A description of OSTP Group 1 and Group 2 Services are available on the CDT website. This site also has links to:

1. OSTP Group 1 Satellite Voice and OSTP Group 2 Data Services contractor pricing

The Contracts awarded as a result of this IFB will be managed by the State's CALNET Management and Oversight (CMO) team. The 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. Potentially purchase Services on behalf of State Entities;
5. Control the Contractors' ability to offer and the Customers' acquisition and use of Services through issuance of:
   a) Customer User Instructions;
   b) Delegation of authority to purchase and approval to order;
   c) Designation of required or mandated Services (including exemptions); and
   d) Establishment of other Customer policies and instructions.

1.3 CALNET Contract Use Requirements

All State of California Executive Branch non-exempt entities are required by policy to utilize the CALNET Contracts to obtain mandated telecommunications and network services, unless otherwise authorized by the CDT. State of California exempt entities are encouraged, but are not required, to use the CALNET Contracts to purchase Required Services. Non-State Entities, i.e., California local jurisdictions (cities, counties, special districts, and other tax supported Entities) may also use the CALNET Contracts by completing an Authorization to Order (ATO). However, non-State entities are not required by the State to use the CALNET Contracts.

1.4 Contract Term

The contract resulting from IFB C5WMS25 shall be effective upon CDT, OSTP signature approval. The Contract term is approximately six years, with one two-year option to extend, and one one-year option to extend. The Contract term end date shall be June 30, 2032, unless the State exercises the extension option. For avoidance of doubt, the Contract extensions will be exercised at the sole discretion of the State and shall not be denied by the Contractor.

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 Bids received, or parts thereof, if the State determines that it is in the State's best interest to do so.

1.5 Americans with Disabilities Act

To comply with the nondiscrimination requirements of Americans with Disabilities Act (ADA), it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, potential Bidders may contact the Procurement Officer identified in Section 2.2.1, Procurement Officer. Potential Bidders may also contact the State of California at the numbers listed below.

Important: To ensure that we can meet your needs, it is best that we receive your request for reasonable accommodations at least 10 working days prior to a scheduled event – e.g., meeting, conference, workshop, etc. – or deadline due date for procurement documents.

The California Relay Service Telephone Numbers are listed below.

Table 1-2: California Relay Service Information

Communication Features	Language	Phone Number
TTY/VCO/HCO to Voice	English	1-800-735-2929
TTY/VCO/HCO to Voice	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
Voice to TTY/VCO/HCO	Spanish	1-800-855-3000
From or to Speech-to-Speech	English & Spanish	1-800-854-7784

2 BIDDING INSTRUCTIONS

2.1 Bidder Admonishment

The Bidder should refer to Section 2.5, Bidding Steps, for details surrounding the phases of this solicitation. Section 7, Bid Evaluation describes the evaluation process and scoring criteria of each Final Bid element.

Bidders are cautioned when including description content that may exceed the scope of the Requirement. Doing so may result in a Bidder committing to provide a higher level of Service than required at the price specified.

Where no description is requested or permitted, the Bidder must meet the Requirement exactly as stated. The Bidder shall only provide additional language or descriptions where requested. No other additional content is permitted. Providing additional language or descriptions in any area not requested may be considered a deviation.

As detailed in Section 5, Cost, pricing or cost information must not be included in any response, description, or literature submitted by the Bidder outside of its cost response. Failure to comply with this Requirement may result in disqualification.

It is the Bidder's responsibility to:

1. Carefully read the entire solicitation;
2. Submit questions as scheduled in Section 2.3 Key Action Dates (see Attachment 1, Bidder Questions / Request for Change Form for Submitting Questions);
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. Ensure accurate compliance with all procedures and Requirements of the solicitation; and
6. Carefully re-read the entire solicitation before submitting a Final Bid.

2.2 Communications and Contacts

The State will use its online procurement site, Cal eProcure, to communicate with prospective Bidders. Information and ongoing communications for this IFB will be posted by the State at the location below:

https://caleprocure.ca.gov

Following receipt of Final Bids, communications may be transmitted via email directly to responding Bidders.

2.2.1 Procurement Officer

CDT's Procurement Officer is the State's designated authorized representative for this procurement.

Bidders are directed to communicate only with the Procurement Officer at the e-mail address(es) below to submit questions and other correspondence regarding this procurement.

The Procurement Officer will serve as the Bidder's point of contact for questions and clarification and will identify the rules governing this procurement.

Please include the following Procurement Officers on all correspondence:

Robert DeLeonardis, Procurement Officer
Phone: (916) 532-6807
Email: Robert.Deleonardis@state.ca.gov

Copy to:

Raman Pabla, Secondary Procurement Officer (she/her/hers)
Phone: (916) 460-9812
Email: Raman.Pabla@state.ca.gov

2.2.2 Questions Regarding the Solicitation Document

Bidders seeking clarification of the intent, terms and conditions, solicitation content, or on procedural matters regarding the competitive bid process must submit questions via email using Attachment 1, Bidder Question / Request for Change Form.

Bidders that believe one or more elements of the solicitation or a related process is onerous, unfair, or imposes unnecessary constraints must use Attachment 1, Bidder Question / Request for Change Form to request a change to the solicitation.

All questions or requests for change must be submitted via email to the Procurement Officer listed in Section 2.2.1, Procurement Officer. All email transmittal messages must include the solicitation number in the subject line. To ensure a response, written questions must be received by the date(s) specified in Section 2.3, Key Action Dates. Any attachments or supporting documents included with the Bidder's question(s) or request(s) for change, must be in MS Word or MS Excel format (v. 2016 or higher). PDF submissions are also acceptable. The content of all PDF submissions must be searchable.

Responses to Bidder questions will be posted to Cal eProcure and will not identify the name of the submitting Bidder. Following Final Bid Submission, responses to Bidder questions may be sent directly to Bidders via email. During the Negotiation Phase, responses to Bidder questions will be sent directly to the requesting Bidder only and will not be shared with other Bidders. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

Only questions submitted in writing and answered in writing by the Procurement Officer shall be binding and official. Questions or Requests for Change received after the date(s) indicated in Section 2.3, Key Action Dates will receive a response from the State at the State's discretion.

A Bidder who desires clarification or further information on the content of the IFB, but whose question(s) relate to a proprietary aspect of that Bidder's Bid and would expose that Bidder's Bid to a disadvantage, may submit such questions in the manner stated above, but also marked "CONFIDENTIAL." Questions must be received no later than the date specified in Section 2.3, Key Action Dates, to ensure a response.

For each confidential question, the Bidder must explain why the question is sensitive or proprietary in nature. If the State concurs that disclosure of the question or response would expose the proprietary nature of the Bidder's Bid, the question and its response will be provided to the Bidder in confidence. If the State does not concur with the proprietary aspect of the question, the Bidder will be so notified, at which time the Bidder may waive its claim of confidentiality or withdraw the question in its entirety.

2.3 Key Action Dates

The Key Action Dates provided below specify the dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, an addendum to this solicitation may be released as detailed in Section 2.4.5, Addenda. Dates following the Last Day to Submit Final Bid are estimated and may be revised without addendum to this solicitation. All times listed are Pacific Time.

The Key Action Dates in Table 2-1, below, are for all Categories unless specified otherwise.

Table 2-1: Key Action Dates

ITEM	ACTION	DATE AND TIME (Pacific Time)
1	Release Invitation for Bid	June 23, 2025
2	Last Day to Submit Written Questions and/or Request for Changes	July 21, 2025
3	Last Day to Submit Intent to Bid and Confidentiality Statement	August 25, 2025
4	Last Day to Request Final Bid Upload Credentials	August 25, 2025, 5:00 PM
5	Last Day to Submit Final Bid and Obtain eVAQ Approval	September 8, 2025, 12:00 PM
6	Conduct Evaluations	TBD
7	Conduct Negotiations	TBD
8	BAFO Submission	TBD
9	Notification of Award	TBD

2.4 Rules Governing Competition

This solicitation, the evaluation of responses, and the award of any resulting Contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of telecommunications Goods and Services by State entities.

2.4.1 Identification and Classification of Solicitation Requirements

The State has established certain Requirements with respect to Final Bids to be submitted by prospective Contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the solicitation indicates a mandatory Requirement or condition.

A deviation of any mandatory Requirement may disqualify a Bidder from further participation in the procurement process.

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

2.4.2 Solicitation Documents

This IFB includes, in addition to an explanation of the State's needs that must be met, instructions that prescribe the format and content of Final

Bids and the model of the Contracts to be executed between the State and the successful Bidders.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Bidder shall immediately notify the Procurement Officer identified in Section 2.2.1, Procurement Officer, in writing of such error and request clarification or modification of the document. Attachment 1, Bidder Question / Request for Change Form is provided for this purpose.

Any modifications to the IFB will be made by addenda pursuant to Section 2.4.5, Addenda.

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 Final Bids, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.4.3 Examination of the Work

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

2.4.4 Confidentiality

The contents of all Bids, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a Bidder's Bid shall be held in the strictest confidence until the Contract Awards are publicly announced.

Bidder material becomes public only after Contract Award. If material marked "confidential," "proprietary," or "trade secret" is requested pursuant to the Public Records Act, the State will make an independent assessment whether the material is exempt from disclosure. If the State disagrees with the Bidder, the State will notify the Bidder and provide it a reasonable opportunity to justify its position or obtain a court order protecting the material from disclosure.

The content of all working papers and discussions related to the Bidder's Bid 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 Final Bid.

Any disclosure of confidential information by the Bidder is a basis for rejecting the Bidder's Bid and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code section 19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

2.4.5 Addenda

The State may modify this IFB by addendum at any time prior to Final Bid submission. Addenda will be numbered consecutively and released via Cal eProcure.

If a Bidder determines an addendum unnecessarily restricts its ability to Bid or if the new or revised addendum content prompts questions, Bidder's are permitted five business days to submit written questions regarding the new or revised addendum content only in accordance with the dates specified in Section 2.3, Key Action Dates.

Addenda issued to correct typographical errors, revise Key Action Dates, or clarify ambiguous content may not include a question and answer period.

2.4.6 Cost to Prepare Final Bid

Costs for developing Bids are the sole responsibility of the Bidder and shall not be chargeable to the State.

2.4.7 Signature of Final Bid

Attachment 5, Cover Letter shall be considered an integral part of the Final Bid and any solicitation form requiring signature, must be signed by an individual who is authorized to bind the Bidder contractually. The signature block must indicate the title or position the individual holds within the organization. An unsigned Final Bid may be rejected.

2.4.8 Irrevocable Offer

Bidder's response to this solicitation shall constitute a firm offer, which shall remain irrevocable for not less than 180 calendar days following the response due date specified in the Section 2.3, Key Action Dates. In the event of a delay in the Contract Award, a Bidder may extend the expiration date of its firm offer an additional 30 calendar days by written notice to the State.

This expiration date may be further extended by mutual agreement between the State and the Bidder to accommodate processing time for required approvals and other solicitation-related reviews.

After the Bidder's response is submitted to the State, the Bidder shall actively continue planning and working with the State to ensure the timely completion of all tasks necessary and sufficient to prepare for and achieve a smooth and seamless Conversion of the Goods or Services.

By submitting a response to this solicitation, the Bidder commits to adhere to this Irrevocable Offer provision.

2.4.9 False or Misleading Statements

Bids that contain false or misleading statements or that provide references that 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 Final Bid.

2.5 Bidding Steps

The following provides a high-level overview of the procurement steps detailed in this IFB.

The Bidder is expected to comply with the format requirements detailed herein and utilize all forms included in this solicitation necessary for its response. This solicitation also addresses the Bidder responsibilities and Requirements it must meet to be eligible for consideration. If the Bidder fails to follow the provided instructions, the Bidder may be disqualified from the solicitation process.

This solicitation is designed to ensure a Contract Award. Refer to Section 2.3, Key Action Dates to view the key steps included in this solicitation. Section 2.3, Key

Action Dates lists milestones, mandatory steps, and due dates for deliverables in this solicitation. Prior to submitting a response, Bidders must submit Attachment 2, Intent to Bid, and Attachment 3, Confidentiality Statement. Bidders must also submit an Electronic Application of Qualification (eVAQ)as detailed in Section 3.1.

2.5.1 Phase 1 – Preliminary Submissions

Bidders that wish to participate in this solicitation must submit an Intent to Bid, and a Confidentiality Statement as detailed in the following sections. These documents must be submitted as specified in Section 2.3, Key Action Dates.

2.5.1.1 Intent to Bid Submission

Bidders that wish to participate in this solicitation must submit a completed Attachment 2: Intent to Bid by the date specified in Section 2.3, Key Action Dates.

The Intent to Bid document is an Administrative Requirement and is delivered prior to Final Bid submission. Bidders that fail to submit an Intent to Bid may be prevented from submitting a Final Bid.

The completed Attachment 2, Intent to Bid must be submitted with the Bidder's Attachment 3, Confidentiality Statement, as specified in Section 2.3, Key Action Dates.

See Section 3.4 for details surrounding the Intent to Bid.

2.5.1.2 Confidentiality Statement Submission

Bidders that wish to participate in this solicitation must submit a completed Attachment 3: Confidentiality Statement by the date specified in Section 2.3, Key Action Dates.

The Confidentiality Statement is an Administrative Requirement and is delivered prior to Final Bid submission. A copy of the signed Confidentiality Statement described herein must also be included with Bidder's Final Bid.

The completed Attachment 3, Confidentiality Statement must be submitted with the Bidder's Attachment 2, Intent to Bid, as specified in Section 2.3, Key Action Dates.

See Section 3.5, Confidentiality Statement for additional details surrounding the Confidentiality Statement.

2.5.2 Phase 2 – Electronic Vendor Application of Qualifications

Bidders must complete and obtain approval of their eVAQ application prior to the Final Bid due date (*Please note, it is recommended that Bidders allow a minimum of four weeks before the Final Bid due date to allow the State to process the eVAQ application approval.*)

Bidders that fail to obtain an approved eVAQ application by the Final Bid due date will not be permitted to submit a response to this IFB.

Details regarding the eVAQ process are provided in Section 3.1, Electronic Vendor Application of Qualifications.

2.5.3 Phase 3 – Final Bid Submission

Phase 3 consists of Final Bid submission.

The Final Bid must be complete and include responses to all Administrative Requirements, Technical and Business Requirements, Cost information, required signatures, and reflect any changes made by the State via an addendum. Final Bids must be submitted as specified in Section 6, Final Bid Format and Submission Requirements.

Final Bids submitted after the date and time indicated in Section 2.3, Key Action Dates will not be evaluated.

Final Bids that are incomplete or not in the manner specified in Section 6, Final Bid Format and Submission Requirements may be deemed non-responsive and the Bidder may be disqualified.

Evaluation of Exhibit E, Cost Workbook will not be conducted on incomplete Final Bids or those that fail to meet all business and technical criteria. Bidders that submit a complete Final Bid, may receive an invitation to negotiate with the State following Final Bid and Cost evaluation.

2.5.4 Phase 4 – Negotiations

The State will conduct negotiations under PCC section 6611 and as detailed in Section 8, Negotiations. The purpose of the negotiation

process is to maximize the State's ability to obtain a value effective solution.

Following evaluation of Final Bid submissions, qualified Bidders may be invited to participate in Negotiations as detailed in Section 8, Negotiations. The State, at its sole discretion, may request a Best and Final Offer from any qualified Bidder.

Negotiations may or may not result in a Contract award.

2.5.5 Resubmission/Modification and/or Withdrawal

A Bidder may resubmit its Final Bid at any time prior to the Final Bid due date and time specified in Section 2.3, Key Action Dates by submitting a Notice of Proposal Withdrawal signed by an authorized representative of the Bidder in accordance with Section 2.4.7, Signature of Final Bid. The Bidder may thereafter submit a new or modified Final Bid prior to the respective Final 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 after the Final Bid submission date and time designated for receipt, except as provided in the solicitation.

A Bidder that no longer wishes to participate in the solicitation may withdraw its Intent to Bid at any time by submitting a written notification of such.

2.5.6 Disposition of Bids

All materials submitted in response to this solicitation will become the property of the State of California. All submissions shall be retained for official files and will become part of the public record after the Notification of Award is posted.

Materials the State considers confidential information (such as confidential financial information submitted to show Bidder responsibility) will be returned upon request of the Bidder.

3 ADMINISTRATIVE REQUIREMENTS

This section lists the mandatory and optional Administrative Requirements to be considered responsive to this IFB.

Many of the Administrative Requirements for this solicitation will be processed through the eVAQ. Please reference Section 3.1, Electronic Vendor Application of Qualifications for more Information.

Most Administrative Requirements specified in this section are mandatory and are noted or labeled as "Mandatory" or "(M)" throughout this section. Administrative Requirements that are not mandatory are noted or labeled as "Optional" or "(O)" within this section.

The Administrative Requirements listed in this section are classified as follows:

1. (M) – All sections labeled "Mandatory" or "(M)" are not negotiable. All mandatory Administrative Requirements must receive a response to be considered responsive and responsible to the solicitation Requirements. Bidder must be in full compliance with mandatory Administrative Requirements. A "fail" score to a mandatory Requirement will result in a Bidder's proposal being deemed non-responsive and, therefore, disqualified. Additionally, failure to respond or comply with any mandatory Requirement may result in disqualification of the response.
2. (O) – All sections labeled "Optional" or "(O)" are not required to receive a response to be considered compliant with the solicitation Requirements. A Bidder may choose to meet optional Administrative Requirements such as those related to preference points. However, if a Bidder responds to an optional Administrative Requirement, the Bidder must meet the minimum conditions as stated in the section.

The Bidder awarded this Contract must comply with or meet the following mandatory Administrative Requirements through the term of the Contract and any optional extensions. Failure to do so may be grounds for Contract termination in whole or in part.

Responses to Administrative Requirements will be evaluated in accordance with Section 7, Bid Evaluation.

3.1 Electronic Vendor Application of Qualifications (M)

It is the responsibility of the Bidder to ensure it has an OSTP-approved eVAQ and all applicable requirements and provisions for this solicitation. Failure to have an OSTP-approved eVAQ on file prior to the Final Bid submission due date specified in Section 2.3, Key Action Dates will disqualify the Bidder, and the State will not evaluate its proposal, conduct negotiations, or award a Contract. The State will not seek eVAQ modifications or clarifications following the Final Bid submission due date.

The State's eVAQ is an external process to this solicitation. The intent of the eVAQ is to process in advance, many of the Administrative Requirements necessary to do business with the State of California which will streamline the solicitation process. The OSTP-approved eVAQ is required to have a Bidder's Final Bid accepted for evaluations.

The eVAQ application can be accessed on the OSTP Vendor Portal at the following location:

https://cadtprod.service-now.com/vendor

Note: If the Bidder is new to the eVAQ process, account registration is necessary and is free of charge. Bidders should allow no fewer than FOUR weeks to process its eVAQ.

If a Bidder has an approved eVAQ on file, it is the Bidder's responsibility to ensure:

1. The eVAQ is a CDT OSTP-approved eVAQ (not a Department of General Services (DGS) eVAQ.
2. All required information submitted with the eVAQ is current and valid.

All questions related to the eVAQ process should be addressed to the Procurement Officer.

3.1.1 Incorporation of eVAQ Requirements

Bidders are advised that the Contract awarded as a result of this solicitation shall automatically incorporate by reference all Requirements of the solicitation as well as the Terms and Conditions of the eVAQ. The Bidder's eVAQ, in its entirety, shall be incorporated into any Contract awarded as a result of this solicitation, and shall remain in effect

throughout the life of the Contract, including any optional extension years.

In the event of an inconsistency between the solicitation and the eVAQ documents, the solicitation documents shall take precedence.

3.2 Tech 213 Agreement Sample

A sample Standard Agreement (TECH 213) is attached to this solicitation as Attachment 8: Standard Agreement (TECH 213) and is provided for informational purposes only. Bidders awarded a Contract will be asked to designate the name and title of the person authorized to bind the Bidder contractually. The State will transmit the final TECH 213 to the Bidder for signature.

3.3 General Provisions – Telecommunications (M)

The Contract awarded as a result of this IFB shall automatically incorporate by reference the Exhibit A, General Provisions – Telecommunications.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.4 Intent to Bid (M)

Each Bidder must submit a signed Attachment 2, Intent to Bid as specified in Section 2.3, Key Action Dates. The Intent to Bid is a preliminary submission and shall be submitted by email to the Procurement Officer identified in Section 2.2.1, Procurement Officer. Only those Bidders that acknowledge interest in this solicitation by submitting an Intent to Bid will receive correspondence applicable to the solicitation (e.g., dates for confidential discussions, meetings, etc.) throughout this procurement. Correspondence to a Bidder regarding this solicitation will only be provided to the Bidder's contact or designee.

It shall be the Bidder's responsibility to immediately notify the Procurement Officer in writing, regarding any change to its Intent to Bid or the contact information. The State shall not be responsible for correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, of any change pertaining to the designated Contacts.

Submission of an Intent to Bid does not obligate the vendor to submit a Final Bid for this solicitation. Prior to the Final Bid due date, an Intent to Bid may be withdrawn at any time and for any reason if the vendor no longer wishes to proceed. The Intent to Bid, however, is necessary to ensure the potential Bidder receives notice of important procurement-related topics throughout the procurement process. Withdrawal from the procurement process following submission of a Final Bid is detailed in Section 2.5.5, Resubmission/Modification and/or Withdrawal.

The completed Attachment 2, Intent to Bid must be submitted with the Bidder's Attachment 3, Confidentiality Statement, as specified in Section 2.3, Key Action Dates.

3.5 Confidentiality Statement (M)

Having submitted a signed Attachment 3, Confidentiality Statement with its Intent to Bid, the Bidder agreed to the State's confidentiality Requirements for this procurement. A copy of the previously submitted Confidentiality Statement must also be included with the Bidder's Final Bid.

The Bidder engaging in Services pertaining to this solicitation, which may require access to confidential State information or State Customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical, and/or other confidential personal data and confidential information relating to the State's operations that are designated confidential by the State.

The Confidentiality Statement applies to all CALNET Customer information. Any references in the Confidentiality Statement to CDT apply equally to individual CALNET Customers as appropriate.

Bidder material becomes public only after the Notification of Award is released. If material marked "confidential," "proprietary," or "trade secret" is requested pursuant to the Public Records Act, the State will make an independent assessment whether the material is exempt from disclosure. If the State disagrees with the Bidder, the State will notify the Bidder and provide it a reasonable opportunity to justify its position or obtain a court order protecting the material from disclosure.

The Bidder should be aware that marking a document "confidential" or "proprietary" in a proposal 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 proposal.

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 § 19570 et seq. Total confidentiality is paramount; it cannot be over-emphasized.

3.6 Cover Letter (M)

As detailed in Section 2.4.7, Signature of Final Bid, the Bidder must submit Attachment 5, Cover Letter Form with its Final Bid. The Cover Letter must be signed by an individual authorized to contractually bind the Bidder. The signature block must also indicate the title of the signer.

The Bidder shall **not** include additional language or graphics within the Cover Letter form. Additional content that may be deemed conditional or an exception, or failure to accept the terms and conditions of this solicitation as written by the State, will be considered a deviation in accordance with Section 2.4.1 Identification and Classification of Solicitation Requirements.

3.7 Administrative Requirements Checklist (M)

The Bidder must complete and submit Attachment 4: Administrative Requirements Checklist. The Bidder must indicate its willingness and ability to satisfy these Requirements by responding "Yes" in the "Bidder Agrees Yes/No" column. A "No" response to any mandatory Administrative Requirement or failure to submit the required document(s) with the Final Bid will be considered a deviation.

If a Bidder does not submit a response to any optional Administrative Requirement, the Bidder will be deemed to have not met the optional Administrative Requirement and no points will be awarded for those optional

Requirements. No penalty will be assessed for failure to respond to optional Administrative Requirements.

3.8 Ability to Perform (M)

Prior to award of the Contract, the State must be assured the Bidder selected has all the resources required to successfully perform under the Contract. This includes, but is not limited to, personnel in a sufficient quantity with the necessary skills; equipment of the appropriate type and in the required quantity; adequate financial resources to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the Contract, if awarded, the State has the option of requesting from the Bidder any information the State deems necessary to determine the Bidder's ability to perform. If such information is required, the Bidder will be 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.

If a Contract is awarded, the Contractor must maintain its ability to perform throughout the term of the Contract and any optional Contract extensions. Failure to comply with this Requirement may result in Contract termination.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.9 Primary Bidder (M)

Each Contract Award, if made, will be to a Primary Bidder. The awarded Primary Bidder(s) will be responsible for successful performance of all Subcontractors and support services offered in response to this solicitation. The awarded Contractor(s) shall ensure all State policies, guidelines, and Requirements that apply to the Primary Bidder also apply to Subcontractors, if any, as applicable to the Goods and Services they provide and to their role as a Subcontractor.

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.

Any correspondence, communication or meetings between the State and the Bidder during the procurement process for this IFB shall **not** include third party representatives (i.e., lobbyists or Bidder's consultants). Legal representation is also **not** permitted unless both parties are represented during the meeting.

The State reserves the right to limit the number of correspondence/ communications recipients and meeting participants. Only those participants identified and invited by the State are permitted to participate in meetings regarding this procurement.

Joint Bids will not be accepted for this solicitation.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.10 Subcontractors (M)

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

Written approval of the CMO shall be required for the replacement of any Subcontractor. Requests to replace any Subcontractor shall comply with the following:

1. Validation the replacement is a DGS certified Disabled Veteran Business Enterprise (DVBE) (see Section 3.25.2, Disabled Veteran Business Enterprise Program) as applicable; and,
2. Bidders that claim at least 25% California certified small business Subcontractor participation (see Section 3.25.3, Small Business Preference (O)) and the Subcontractor is a named DGS certified small business, must provide substantiation as applicable.

The Contractor shall not change any Subcontractor and/or any DVBE 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 25% of the revenue will be paid to the DGS Small Businesses if the Small Business preference was awarded based on 25% Subcontracting per Section 3.25.3, Small Business Preference (O).

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 Subcontractor(s) prior to the termination of an existing Subcontractor agreement. 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 or replacement 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 the Contractor. The Contractor is solely responsible for any payments to or claims made by Subcontractors.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.10.1 Bidder Declaration Form (M)

For each Category being Bid, the Bidder must complete a separate Attachment 10: Bidder Declaration GSPD 05-105 and submit it with its Final Bid.

When completing the declaration, the Bidder must identify all Subcontractors proposed for participation in the Contract. Bidders awarded the Contract are contractually obligated to use the Subcontractors for the corresponding work identified, unless the State entity agrees to a substitution and it is incorporated, in writing. If the Bidder

does not plan to use Subcontractors, the Bidder must nonetheless submit a completed Attachment 10: Bidder Declaration GSPD 05-105 with responses to all applicable questions.

3.11 Amendment (M)

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

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.12 Financial Stability (M)

The State must be assured the Bidder continues to have the financial resources to sustain its operations throughout the term of the Contract and any subsequent extensions.

In order to minimize the potential risk of default due to financial issues, all Bidders must assure the State that they have the financial resources to sustain their operations. Bidders are required to submit one of the items below to demonstrate adequate financial stability to perform the services required in this IFB:

1. A Line of Credit Letter; or,
2. A Letter of Bondability

If submitting a Line of Credit Letter, Bidder must present evidence of a Line of Credit from an accredited financial institution identifying the average available balance in the twelve months prior to the IFB Final Bid due date. The value(s) required for a Line of Credit are listed below in Table 3-1.

If submitting a Letter of Bondability, Bidder must submit a single Letter of Bondability with the highest minimum dollar amount for Categories Bidder is competing as detailed in Table 3-1, Minimum Amounts by Category.

The Letter of Bondability shall be from an admitted surety insurer, which states that the Bidder is in good standing with that surety insurer, and indicates the length of time the Bidder has been in good standing. The Letter of Bondability

shall state the general bonding limits the Bidder would be considered for and provide the financial strength rating of the surety insurer. The Letter of Bondability must also state whether the surety insurer is listed on the Federal Circular 570 (T-listing), in the category of US dollars for Statewide Service Offerings.

The Letter of Bondability shall appear on the surety's letterhead and be signed by an authorized surety company representative. The Letter of Bondability shall include the following information at a minimum:

1. How long the bond company has provided bonding for the Contractor;
2. Surety's A.M. Best Company, INC., rating score;
3. Confirmation the bond company is on the U.S. Treasury approved list (T-Listed), and that the bond company is licensed in the State in which the work is to be performed;
4. Provides the single and aggregate bond limits the bond company will support the Contractor; and,
5. Provides contact information of the bond agent for follow-up if the State has additional questions.

The values listed in the table below shall be used to determine the amount required for Bidder's Line of Credit or Letter of Bondability.

Table 3-1: Minimum Amounts by Category

Category Title	Bondability Amount
Category 501 – Cellular Business Voice and Data Services	$500,000.00
Category 502 – CALNET First Responder Cellular Services	$500,000.00
Category 503 – Satellite Mobility Voice and Data Services	$100,000.00
Category 504 – Geostationary Earth Orbit (GEO) Satellite Data Network	$100,000.00
Category 505 – Low Earth Orbit (LEO) Satellite Broadband Internet Services	$100,000.00
Category 506 – Fixed Wireless Access Services	$500,000.00

Bidder shall submit the Financial Stability documents as an attachment to their Final Bid. The State reserves the right to require additional documentation to demonstrate Bidder's Financial Stability should the State determine the documents originally provided by the Bidder are insufficient for

the State to validate financial stability. In addition to one of these items, the State may require additional evidence of financial stability from the Contractor at any time during the procurement or Contract term.

Bidder must attach its Financial Stability Documentation as Attachment 7 to its Final Bid.

3.13 Employment of Undocumented Immigrants (M)

As applicable to public works, no State agency or department, as defined in PCC section 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 years from the date of release of this IFB, been convicted of violating a State or Federal law regarding the employment of undocumented immigrants. See PCC section 6101.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.14 Insurance Coverage (M)

The State Entity may require the prime Contractor to furnish satisfactory evidence of insurance within ten calendar days of a Customer order.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.15 Statement of Work (M)

Exhibit's B,C, & D, Statement of Work identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The Bidder is advised that deviations to the Statement of Work (SOW) may be the basis for rejection of a Bidder's Final Bid.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.16 Generative Artificial Intelligence Disclosure (M)

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

Bidder must notify the CDT in writing using Attachment 6, GenAI Notification Form if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) 4986.2.

All Bidders must sign and submit Attachment 6, GenAI Notification Form with their Final Bid. Failure to submit Attachment 6, GenAI Notification Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. Additionally, the State reserves the right to reject any bids where the use of GenAI presents an unacceptable level of risk to the State.

Upon notification by a Bidder of GenAI as required hereunder, the State will conduct its own risk assessment related to use of such GenAI. If the State, in its sole discretion, concludes that such GenAI use has moderate or high risk, the GenAI Special Provisions attached to the Contract shall apply to such GenAI.

The State reserves its right to seek any and all remedies available to it under the law as a result of such non-disclosure.

3.17 Contractor's License (M)

Contractors and Subcontractors performing cable and/or wiring installation work or structural modifications for the State are required to maintain a valid license for that type of work issued by the California Contractors State License Board. The License must be in the name of the company or the name of the "qualifying individual" of the company. It is the Contractor's responsibility to ensure any Subcontractor selected to perform cabling and

wiring work maintains an appropriate license from the California Contractors State License. The Contractor shall provide proof of licensing for itself and for any Subcontractors upon request.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.18 Customer Orders (M)

Customers will place orders using a Telecommunications Service Request (Form 20), the Purchasing Authority Purchase Order (STD. 65), or if non-state, the Customer's purchase document of choice, Customer Orders. The State will provide User Instructions and assign criteria for ordering against the Contracts awarded as a result of this IFB. In some cases, Customers may be required to solicit competitive offers from awarded CALNET Contractors who are 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 5 Contract maximum pricing in accordance with Individual Price Reduction (IPR) provisions in the SOW Business Requirements, Section W.10, Individual Pricing Reductions (IPR).

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.19 Performance Bond Notice (M)

Following Contract Award for this IFB, State Entities may require performance bonds or other security documents from the Contractor in an amount not to exceed the Contract value. If required, the Customer's Scope of Work will specify the amount or percentage of the required bond.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.20 Public Works Requirements (M)

For all instances where 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 DIR Prevailing Wage Unit may be contacted at (415) 703-4774. The DIR website is viewable here:

   https://www.dir.ca.gov/oprl/DPreWageDetermination.htm

3. Prior to the commencement of work, 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 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 as part of its eVAQ application.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.21 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 $200 for each calendar day, or portion thereof, for each worker paid by the Contractor, or its Subcontractor, less than the prevailing wage rates 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 time of service of any worker employed upon public work is limited to eight hours a day, and 40 hours a week. 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 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 94102, or any 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 maintain an accurate payroll record showing the name, address, Social Security 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.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.22 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.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.23 Availability (M)

The Contractor shall have all awarded Services available to order and be able to comply with all other Requirements identified in this IFB, upon the Effective Date. In accordance with the General Provisions – Telecommunications, Section 7.6 Substitutions, 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 10 business days, notify the State in writing to seek a potential resolution, and if appropriate, propose a replacement of those Services that 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 that was previously offered in the Final Bid or awarded Contract and accepted by the State.

The State shall reasonably determine if the proposed replacement is acceptable.

Bidders must agree to this provision by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.24 Glossary (M)

Exhibit F, SOW Glossary shall be incorporated by reference in all Contracts awarded as a result of this IFB C5WMS25.

Bidders must agree to this provision without exception by indicating such on Attachment 4, Administrative Requirements Checklist. Failure to agree to this provision may result in rejection of the Bidder's Final Bid.

3.25 Socioeconomic Programs

The following section provides details surrounding available preferences and incentives for this solicitation.

3.25.1 Bidder's Preference and Incentive Declaration (M)

The Bidder must complete and submit Attachment 12, Bidding Preferences and Incentives, with its Final Bid. The Bidder must submit Attachment 12, Bidding Preferences and Incentives whether or not it wishes to claim each preference and/or incentive. Refer to Section 7, Bid Evaluation for details on the amount and application of preference and incentive points during Final Bid evaluation.

3.25.2 Disabled Veteran Business Enterprise Program

The DVBE Program Participation Goal for State Contracts are established in PCC section 10115 et seq., Military and Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR), Title 2 section 1896.60 et seq.

Information regarding the DVBE Program Requirements may be viewed at:

https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

The Bidder certified by California as a DVBE (or who has obtained the participation of Subcontractors certified by California as a DVBE) must submit a completed form(s) STD.843 Disabled Veteran Business Declarations for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a form for each DVBE and submit as Attachment 11: DVBE Declarations.

The Office of Small Business and DVBE Services offers program information and may be reached at:

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95606
Voice: 916-375-4940 / Fax: 916-375-4650

3.25.2.1 DVBE Participation Requirement

For the purposes of this solicitation, the DVBE Participation Requirement has been waived, however the DVBE Incentive remains available.

If Bidder intends to claim the DVBE Incentive per Section 3.25.2.2, the Bidder's response must include a minimum DVBE participation goal of three percent of the Bidder's net proposal price with one or more DVBE.

The Bidder must complete and submit Attachment 10, Bidder Declaration GSPD 05-105 and Attachment 12, Bidding Preferences and Incentives with its Final Bid. If the Bidder's DVBE participation changes 'at any time during the procurement process, the Bidder must provide an updated Attachment 10, Bidder Declaration GSPD 05-105 and Attachment 12, Bidding Preferences and Incentives.

The Bidder that has been certified by California as a DVBE (or who has obtained the participation of Subcontractors certified by California as a DVBE) must submit a completed form Attachment 11, DVBE

Declarations for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a STD. 843 form for each DVBE and submit with Bidder's proposal. The STD. 843 is available as a fillable form at the following location:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

3.25.2.2 DVBE Incentive (O)

In accordance with Military and Veterans Code section 999.5(a), an incentive will be given to all Bidders who exceed three percent DVBE participation.

Although the DVBE Requirement has been waived, the State shall apply the DVBE incentive amount based on the amount of DVBE participation obtained above the three percent Requirement for evaluation purposes only.

If the Bidder wishes to claim the DVBE incentive, the Bidder must complete Attachment 10, Bidder Declaration GSPD 05-105 for each DVBE, Attachment 11, DVBE Declarations, and Attachment 12, Bidding Preferences and Incentives and submit those documents with its Final Bid. If the Bidder's DVBE incentive amount changes at any time during the procurement process, the Bidder must provide an updated Attachment 10, Bidder Declaration GSPD 05-105 for each DVBE, Attachment 11, DVBE Declarations, and Attachment 12, Bidding Preferences and Incentives.

The Bidder Declaration (GSPD-05-105) form and instructions are available as a fillable form at the following location,

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

See Section 7. Bid Evaluation for details on the amount and application of the incentive during proposal evaluation.

3.25.3 Small Business Preference (O)

California Government Code section 14835 et seq. requires that a five percent preference is given to Bidders that qualify as a small business. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations section 896 et seq. The definition of nonprofit veteran

service agencies qualifying as a small business is contained in section 999.50 et seq. of the Military and Veterans Code.

Completed certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m., Pacific Time, on the Final Bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The Bidder must complete and submit Attachment 10, Bidder Declaration GSPD 05-105 and Attachment 12, Bidding Preferences and Incentives with the Bidder's Final Bid. If the Bidder's Small Business participation changes at any time during the procurement process, from that which was specified in the Bidder's Final Bid, the Bidder must provide an updated Attachment 10: Bidder Declaration GSPD 05-105 and Attachment 12, Bidding Preferences and Incentives. More information regarding the Small Business Preference may be found at:

https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

3.25.4 Non-Small Business Subcontractor Preference (O)

A five percent proposal preference is available to Bidders that qualify as a non-small business claiming at least 25% California-certified small business Subcontractor participation. If claiming the non-small business Subcontractor preference, the Bidder's response must include a list of the small businesses with which the Bidder commits to Subcontract in an amount of at least 25% of the net proposal price with one or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code section 14838(b)(1)(2).

Bidders claiming the five percent preference must commit to Subcontract at least 25% of the net proposal price with one or more California-certified small business. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. Pacific Time on the Phase 1 Proposal due date, and the OSDS must be able to approve the

application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness Subcontractor participation of 25% of its net proposal price shall be given five percent of the highest responsive, responsible firm's total score. A non-small business that qualifies for this preference may not take an award away from a certified small business.

If claiming a small business preference or using small business Subcontractors, the Bidder must complete Attachment 10: Bidder Declaration GSPD 05-105 and Attachment 12: Bidding Preferences and Incentives and submit them with its Final Bid.

3.25.5 Commercially Useful Function (M)

All certified small business, micro business, and/or DVBE Contractors, Subcontractors, or suppliers must meet the commercially useful function requirements under Government Code section 14837 (for SB), Military and Veterans Code section 999 (for DVBE), and Title II California Code of Regulations sections 1896.4 and 1896.62.

A Contractor or Subcontractor 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 the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete Attachment 13: Commercially Useful Function Certification for each Small Business and/or DVBE (prime and/or Subcontractor(s)). All Bidders and Subcontractors identified in the proposal response to fulfill the requirements for one or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code section 999(b)(5)(B) and Government Code section 14837(d)(4)(A) for the DVBE and small business programs, respectively.

If the Bidder's SB/DVBE participation changes at any time during the procurement process, the Bidder must provide an updated Attachment 13: Commercially Useful Function Certification with its Final Bid.

A Bidder may be required to submit additional written clarifying information regarding CUF using Attachment 13: Commercially Useful Function Certification. Failure to submit the requested written information as specified may be the basis for rejection of Bidder's proposal.

3.25.6 Target Area Contract Preference (O)

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code 4530 whenever contracts for Goods or Services are in excess of $100,000 and the Bidder meets requirements defined in the California Administrative Code (Title 2, section 1896.30 et seq.) regarding labor needed to produce the Goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders that wish to take advantage of this preference will need to review the website at the below URL and submit the appropriate response forms with its Final Bid.

https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa

The required applications/forms are available at Attachment 14, TACPA Declarations.

4 FINAL BID REQUIREMENTS

This section lists the mandatory Final Bid Requirements to be considered responsive and responsible to this IFB. In addition to meeting these Requirements, the Bidder must adhere to all aspects of Exhibits B, C, and D, Statement of Works.

Unless designated otherwise, all the Requirements in this section are mandatory, and must receive a response.

The Business and Technical Requirements listed in this section are classified as follows:

1. (M) Sections and items labeled "Mandatory" or "M" are not negotiable. To be considered responsive and responsible to these Requirements, all

Requirements with the (M) designation must receive a response from the Bidder. Failure to respond to any (M) Requirement shall result in a "fail" and disqualification of the Bidder's Final Bid.

2. (M-S) Sections and items labeled "Mandatory-Scorable" or "M-S" are not negotiable. To be considered responsive and responsible to these Requirements, all Requirements with the (M-S) designation must receive a response. Failure to respond to any (M-S) Requirement shall result in a "fail" and disqualification of the Bidder's Proposal. The State Evaluation Team (SET) will review responses to (M-S) Requirements and award points based on the manner in which the Requirement is met as detailed in Section 7, Bid Evaluation.

4.1 Qualifications Requirements

The Bidder is expected to have a proven record of success and be responsible for all aspects of the Goods and Services, as well as its Subcontractors.

The Bidder must meet the minimum Bidder Qualifications. Failure to meet any of the minimum qualifications may result in a proposal being deemed non-responsive and therefore disqualified.

4.1.1 Bidder Qualifications and References (M)

Bidders must obtain two customer references for each Category being bid using Attachment 9, Bidder Qualifications and Reference Form and submit them with their Final Bid. One reference must be from a federal, state, local, or other government entity.

Two customer references must be submitted for each Category being Bid, even if the experience cited was obtained on the same project.

All customer references must be for completed projects within the four years prior to the original IFB response due date. Solicitation addenda release dates do not apply toward this timeframe.

The information provided by the customer reference must support the information provided by the Bidder in the Project Description and Experience Gained fields.

The Reference Contact must be an individual who performed a management, supervisory, or oversight role on the referenced project.

References from another vendor or vendor company will not be accepted. Prior to the Bidder's use of a current State employee to supply a reference, the Bidder must notify the State Procurement Officer identified in Section 2.2.1 to ensure the current State employee is not a member of the SET for this solicitation.

If the State determines the reference does not support the Bidder's claimed experience, the State may request the Bidder provide an alternate reference. Incomplete references will be considered a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

Attachment 9, Bidder Qualifications and Reference Form provides additional details necessary to fulfill this Requirement.

Refer to Section 7, Bid Evaluation for details surrounding the evaluation of Bidder Qualifications and References.

4.2 Statement of Work Requirements

4.2.1 Mandatory SOW Business and SOW Technical Requirements (M)

Bidders must provide a response to the Mandatory (M) Requirements listed in Exhibit B, SOW Business Requirements and Exhibit C, SOW Technical Requirements (for all Categories being Bid).

All responses to Mandatory (M) Requirements listed in Exhibit B, SOW Business Requirements and Exhibit C, SOW Technical Requirements must include a response to the following:

"*The Bidder understands and shall meet or exceed the Requirements identified in Section X Section Name? Choose an item****."***

A "Yes" response indicates the Bidder understands the State's Requirement as written and shall comply with it.

A "No" response indicates the Bidder does not understand the State's Requirement as written and cannot or does not intend to meet it.

A "No" response or failure to provide a response to any Mandatory (M) Requirement **WILL** be considered a deviation and may be cause for rejection of the Final Bid.

Unless otherwise indicated, any reference to a SOW Technical Requirement in any of this IFB's content, attachments, or exhibits includes all aspects of the Requirement necessary to provide full functionality and fully meet the Requirement regardless of the level of detail or specificity provided in the reference.

If the mandatory Requirement requests additional information from the Bidder, the response must be provided in the appropriate field, which may be expanded to accommodate the response.

Any information provided must be concise yet sufficiently detailed to permit the State to learn how the Bidder will meet the Requirement. Information submitted in locations other than those identified for Bidder input is not permitted.

Any information provided in Bidder's input fields must directly relate to the Requirement. Expansive descriptions are highly discouraged and can potentially provide conflicting information, which may result in a deviation. Supplemental literature or links to online resources will not be accepted.

Failure to provide a suitable response in the manner specified may be considered a deviation and a potential cause for rejection of the Final Bid.

Responses to mandatory Requirements will be evaluated and points applied, if applicable, in accordance with Section 7, Bid Evaluation.

4.2.2 Mandatory Requirement Tables (M)

Many Requirements also include tables that list mandatory products or items, which may require Bidder input. An example is depicted below.

Table 4-1: Mandatory Requirement Table Example

Line Item	Product Name	Product Description	Product Description, Restrictions and Limitations	Product Identifier	Product Service or Feature Designation
1	Example Product Name	Example Product Description	[Bidder Input]	[Bidder Input]	State's Designation Ex. Service

Where requested, Bidders must provide additional information in the Mandatory Requirement Table. In addition to the product description, Bidders, at their option, may also describe limitations and restrictions common to all Service features.

Bidders are cautioned that any of the following limitations and restrictions, if specified by the Bidder, are unacceptable and may disqualify the Bidder from Contract Award. The following list is not exhaustive and is provided only as an example.

- Minimum monthly Usage Charges (See General Provisions – Telecommunications, Section 15.9 Charges);
- Minimum order Quantities for any Service or Feature;
- Commitment to more than one month of service; or,
- Advance payment for any Service or Feature prior to implementation and acceptance by the Customer.

Failure to provide a suitable response in the manner specified may be considered a deviation and a potential cause for rejection of the Final Bid.

Responses to Mandatory Requirements Tables will be evaluated and points applied, if applicable, in accordance with Section 7, Bid Evaluation.

4.2.3 Mandatory Scorable Requirements (M-S)

For each Category being Bid, Bidders must provide a Bidder's commitment objective response to each of the Mandatory Scorable (M-S) Technical Requirements listed in Exhibit B, SOW Business Requirements and Exhibit C, SOW Technical Requirements.

All responses to Mandatory Scorable (M-S) Requirements listed in SOW Section B, SOW Business Requirements, and Exhibit C, SOW Technical Requirements must include a response to the following:

"The Bidder understands and shall meet or exceed the Requirements identified in Section X Section Name? Choose an item."

A "Yes" response indicates the Bidder understands the State's Requirement as written and shall comply with the Requirement.

A "No" response indicates the Bidder does not understand the State's Requirement as written and cannot or does not intend to meet the Requirement as stated.

A "No" response or failure to provide a response to any Mandatory Scorable (M-S) Requirement **WILL** be considered a deviation and may be cause for rejection of the Final Bid.

Unless otherwise indicated, any reference to a SOW Technical Requirement in any of this IFB's content, attachments, or exhibits includes all aspects of the Requirement necessary to provide full functionality and fully meet the Requirement regardless of the level of detail or specificity provided in the reference.

Mandatory Scorable Requirements require Bidders to commit to a minimum level of performance. Bidders may respond by selecting "B" (Basic), "S" (Standard), or "P" (Premier), as applicable.

Expansive descriptions may contain statements that contradict the SOW's specific Requirements, thereby potentially creating a deviation. Separate supplemental literature or URL's/links shall not be provided and may be a deviation, and the Bid may be rejected for non-compliance. Failure to provide a suitable response in the manner specified may be considered a deviation and a potential cause for rejection of the Final Bid.

Responses to Mandatory Scorable Requirements will be evaluated and points applied, if applicable, in accordance with Section 7, Bid Evaluation.

4.2.4 Catalog A (M)

Bidders shall submit a completed Exhibit D, SOW Catalog A with their Final Bid Volume 3. Catalog A shall list all mandatory SOW Technical Services and their associated costs. An example of the required information is depicted below in Figure 4-1.

Each awarded Bidder's Catalog A will become a list of the Bidder's capped priced items, which shall not to be increased for the term of the Contract. Items not approved by the State for final award shall not be

included in the Bidder's Catalog A. Any changes to Catalog A following the Effective Date shall be made pursuant to the State's Contract amendment process.

Figure 4-1: Example of Catalog A Format

Line Item	Product Name	Product Identifier	Non-Recurring Charge	Monthly Recurring Charge	Unit of Measure
1	Voice, Text, and Data 2 GB Service Plan	[Bidder Response]	[Bidder Input]	[Bidder Input]	Each

Instructions for completing Catalog A for mandatory 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, which may result in rejection of the Bidder's Final Bid.

1. Product Identifier: The information provided shall be 25 characters or less, correspond with the Bidder's Product identifier specified in its response to the Technical Requirements and the corresponding Product Identifier listed in the Bidder's Exhibit E, Cost Workbook.
2. Non-Recurring Charge: Bidders shall specify the Non-Recurring Charge submitted in the Bidder's Exhibit E, Cost Workbook. Amounts provided in Catalog A that do not correspond with the amounts specified in the Cost Worksheets may be considered a deviation.
3. Monthly Recurring Charge: Bidders shall enter the Monthly Recurring Charge submitted in the Bidder's Exhibit E, Cost Workbook. Amounts provided in Catalog A that do not correspond with the amounts specified in the Cost Worksheets may be considered a deviation.

5 COST

Cost is the primary evaluation criterion and is weighted at 60% of the total points. Cost evaluation will be based on the lowest total estimated cost.

All proposed costs for all line items must be exhaustive, thereby including the cost of any and all Goods or Services required to meet the Requirements of this IFB.

The intent is to structure the pricing format to facilitate a straightforward evaluation of each Bidder's cost response and foster competition. Therefore, the Bidder is advised that failure to comply with the instructions listed in Section 6, Final Bid Format and Submission Requirements, such as submission of an incomplete Final Bid, use of alternative pricing structures or formats different than those requested, may be the basis for rejection of the Bidder's Final Bid.

Important Note: It is imperative that no cost information be included in the SOW Technical Requirements. Cost information must only be submitted in the Bidder's Final Bid, Volume 3, Cost in accordance with Section 6, Final Bid Format and Submission Requirements.

The SOW Cost Workbooks and SOW Catalog A elements includes the following fields:

1. Non-Recurring Charge:

   Non-Recurring Charges for Services or Features shall be provided per Product Identifier in the SOW Cost Workbooks and SOW Catalog A. Cost Worksheets that include "N/A" in the "Non-Recurring Charge" field are intended to designate Services and Features where the installation charges do not apply or related Equipment and/or installation costs are amortized in Monthly Recurring Charges.

2. Monthly Recurring Charge:

   Monthly Recurring Charges for Services or Features shall be provided per Product Identifier in the SOW Cost Workbook and SOW Catalog A. 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.

5.1 Cost Workbook

The Bidder must submit Exhibit E, Cost Workbook completed in accordance with the instructions specified therein. A separate Cost Workbook must be submitted for each Category being Bid.

Cost of Goods and Services listed in the Exhibit E, Cost Workbook and Exhibit D, SOW Catalog A are those the Bidder must provide for the term of the Contract as identified in Exhibit C, SOW Technical Requirements.

All Bidders must provide individual costs as indicated in the Cost Workbook. Items submitted with no price will be considered as offered at no cost.

The Bidder's completed Cost Workbook must be submitted separately as Volume 3 of its Final Bid no later than the date and time identified in Section 2.3, Key Action Dates to be considered responsive. The Cost Workbook shall list all products and services to meet the Requirements of this IFB.

The Cost Workbook is a secured file and permits limited input and editing capabilities. Detailed instructions are provided in the Cost Workbook.

Following completion of the Cost Workbook, Bidders are directed to apply an encryption password to the file prior to submission. The encryption password will prevent the file from being opened until such time as the State obtains the password from the Bidder. See Section 6.6 Delivery of Final Bid for details surrounding the Cost Workbook submission.

5.2 Sales Tax

Sales tax is not to be included in Exhibit E, Cost Workbook. If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the Service is to be provided. See California Department of Tax and Fee Administration Regulation 1502 (f) (1) (D).

6 FINAL BID FORMAT AND SUBMISSION REQUIREMENTS

The following instructions identify the mandatory Final Bid format and the approach for the development and presentation of Final Bids. The format instructions must be followed, all Requirements and questions in the solicitation must be completed, and all requested data and information must be supplied. The Bidder shall carefully examine the solicitation and be satisfied with the compliance conditions prior to submittal.

Bidder shall upload electronic copies of its Final Bid, including the Cost Workbook, as detailed in Section 6.6. Delivery of Final Bid. It is important that Bidder's electronic files that comprise its proposal are clearly labeled, or they may be rejected.

The State will not be liable for any costs incurred by any Bidder in responding to this solicitation, regardless of whether the State awards the Contract through this process, decides not to move forward with the project, cancels this solicitation for any reason, or Contracts for the project through other processes or by issuing another solicitation.

6.1 Final Bid Preparation

Proposals are to be prepared in such a way as to provide a straightforward and concise delineation of capabilities to satisfy the Requirements of this solicitation. High-definition graphics, multi-colored content, promotional materials, etc., shall not be accepted in the Bid. Emphasis should be on conformance to the solicitation instructions, responsiveness to the solicitation Requirements, and completeness and clarity of content.

Bidders are highly encouraged to refrain from including any marketing material in their proposals.

6.2 Complete Final Bids

Proposals must be complete in all respects. A Final Bid may be rejected if it is conditional, incomplete, or contains any alterations of form or irregularities of any kind. A Final Bid will be rejected if any such defect or irregularity constitutes a deviation from the solicitation document Requirements. The Final Bid must contain all items as required in this Section 6, Final Bid Format and Submission Requirements and Section 5, Cost.

6.3 Final Bid Format

It is the Bidder's responsibility to ensure its Final Bid is submitted in a manner that enables the State to easily locate all response descriptions, attachments, and Exhibits for each Requirement of this solicitation.

As specified in Section 6.3, Final Bid Format shall be submitted electronically as individual files in the file format in which they were originally released, which includes any of the following file formats:

- Microsoft Office version 2013 or higher (e.g., MS Word (.docx), MS Excel (.xlsx))
- Portable Document Format, Version 1.5 or higher (.pdf)

Please do not upload compressed files (rar, .zip, etc.) to the file sharing site.

Bidders are instructed to comply with the following when formatting their Final Bid:

- The following information must be included on each page of the Final Proposal:

  > Name of Bidder

- Do not combine or embed response documents in other response documents.
- Watermarks and page backgrounds/graphics are not permitted.
- Response components (other than fillable forms) shall use the Century Gothic typeface no smaller than twelve point, with headers/footers and table/figures no smaller than twelve point.
- PDF versions of documents shall be used for form submissions or those Final Bid elements that require a signature.

  The content of all PDF files must be searchable.

- **No** pricing information of any kind may be included outside the SOW Catalog A or SOW Cost Workbook. The inclusion of pricing information in any fashion or format in any part of the Final Bid, except for Volume 3, Cost, may be the basis for immediate rejection of the Bidder's proposal.

6.4 Final Bid Digital Accessibility

Any electronic documents submitted to the State of California at any time throughout the procurement process or under any contract resulting from this IFB, must be ADA compliant.

6.5 Final Bid Content and Structure

Final Bids must contain all the material specified in this section unless otherwise indicated. It is important that all sections, Exhibits, and Attachments are complete and included with the Final Bid so the State may identify completeness and responsiveness to the Requirements of this solicitation.

Each Volume of the Final Bid must be structured in the manner detailed below and include the following items in the order listed.

Volume 1 – Administrative Requirements

The following items must be submitted with the Bidder's Volume 1 response. Details surrounding the Final Bid delivery are available in Section 6.6, Delivery of Final Bid.

1. Attachment 5, Cover Letter Form
2. Attachment 3, Confidentiality Statement (copy of original)
3. Attachment 4, Administrative Requirements Checklist
4. Attachment 6, GenAI Notification Form
5. Attachment 7, Financial Stability Documentation
6. Attachment 11, DVBE Declarations (optional)
7. Attachment 12, Bidder's Preferences and Incentives
8. Attachment 12, Small Business Preference (optional)
9. Attachment 12, Non-Small Business Subcontractor Preference (optional)
10. Attachment 14, TACPA Declarations (if applicable)
11. Attachment 13, Commercially Useful Function Certification Form
12. Exhibit B, Response to SOW Business Requirements
13. Exhibit B, Response to SOW Supplemental Business Requirements for Category 502 (if applicable)

Volume 2 – Technical Requirements

The Bidder's Volume 2 response must include all information unique to each Category being Bid, with each Category's response uploaded to its respective subfolder as detailed in Section 6.6, Delivery of Final Bid. Each Category submittal must contain the items listed below.

1. Category SOW Technical Requirements
2. Attachment 10, Bidder Declaration (GSPD 05-105) for each Category being Bid

Volume 3 – Cost

The Bidder's Volume 3 response must include all information unique to each Category being Bid, with each Category's response uploaded to its

respective subfolder as detailed in Section 6.6, Delivery of Final Bid. Each Category submittal should contain the items listed below.

1. Catalog A
2. Cost Workbook

Note: Requirements that include the phrase *"The Bidder understands and shall meet or exceed the Requirements identified in..."* require the Bidder to fulfill the specific Requirements and submit the related information with the Final Bid.

The following is an example of a Bidder submission for Categories 501-506 to be uploaded to the SharePoint site for this IFB.

1. Volume 1 – Response to common Administrative Requirements
2. Volume 1 – Response to SOW Business Requirements
3. Volume 2 – Response to Unique Category SOW Technical Requirements for Category 501
4. Volume 2 – Attachment 10, Bidder Declaration (GSPD 05-105) for Category 501
5. Volume 2 – Response to Unique Category SOW Technical Requirements for Category 503
6. Volume 2 – Attachment 10, Bidder Declaration (GSPD 05-105) for Category 503
7. Volume 3 – Cost Information for Category 501
8. Volume 3 – Cost Information for Category 503
9. Volume 3 – Catalog A for Category 501
10. Volume 3 – Catalog A for Category 503

6.6 Delivery of Final Bid

Final Bids must be received not later than the date and time 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, will be rejected.

Fourteen calendar days prior to the Last Day to Submit Final Bid and Obtain eVAQ Approval due date as specified in Section 2.3, Key Action Dates, Bidder must, by email, provide the Procurement Officer specified in Section 2.2.1, Procurement Officer, no more than two Bidder Contacts to upload the electronic copy of the Bidder's proposal files. Once the contact information is provided, an invitation to a file sharing site will be sent to the specified individual(s).

A separate file location will be created for each Bidder, which will be accessible only to the Bidder Contact(s). It is the Bidder's responsibility to confirm receipt of the invitation(s) with the Procurement Officer.

The file sharing site will provide a primary folder for the Bidder with subfolders for its Final Bid files. The folders will be structured as depicted in the figure below.

File Sharing Site Folder Structure

BIDDER NAME

- VOL 1 – Admin
  - Administrative Response
  - SOW Business Requirements Response

Note: All Administrative Requirement responses must be uploaded to the subfolder bearing the same name.

- VOL 2 – Technical
  - Category 501
  - Category 502
  - Category 503
  - Category 504
  - Category 505
  - Category 506

Note: All Technical Documents submitted for each of the listed Categories must be uploaded to the subfolder bearing the related Category name. Technical Documents include the response to SOW Technical Requirements

- VOL 3 – Cost
  - Category 501
  - Category 502
  - Category 503
  - Category 504

- Category 505
- Category 506

Note: All Cost documents submitted for each of the listed Categories must be uploaded to the subfolder bearing the related Category name.

Upon receipt of the file sharing site invitation, Bidders are highly encouraged to upload an empty MS Word, MS Excel, or PDF file to test access capabilities. Upon successful upload, please notify the Procurement Officer and the test file will be deleted.

The Bidder's Cost Workbooks shall be submitted using the Exhibit E, Cost Workbook file. A separate Cost Workbook must be submitted for each Category and titled "[Bidder Name] CALNET 5 COST - CATEGORY [###] [MM-DD-YYYY]."

The Cost Workbook has sheet protection applied to selected worksheets, which prevent modification of formulas or changes to formatting. Prior to submission, Bidders are directed to apply an encryption password to the Cost Workbook. The encryption password must be provided to the Procurement Officer or designee upon upload of the Bidder's response. The Cost Workbook will remain unopened until such time as the Cost submissions are evaluated.

If a file is uploaded in error to any file sharing site folder, the Bidder may submit a request by email to the Procurement Officer prior to the Final Bid due date.

Proposals must be received no later than the date and time specified in Section 2.3. Key Action Dates.

6.7 Rejection of Bids

The State reserves the right to reject any or all Final Bids at any time throughout the procurement process, prior to Contract Award. The State may, at its sole discretion, waive any deviation or defect in a Final 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.

7 BID EVALUATION

This section provides details of the evaluation process and scoring procedures the State will follow to evaluate Final Bids. The evaluation process is a multi-step review of each Bidder's Final Bid to determine if the Final Bid is responsive and responsible and provides a "value effective" solution to the State. The value effective Final Bid is one that best meets all Requirements set forth in this IFB and any State negotiated items.

Final Bids must be complete and meet all format and submission requirements as identified in Section 6 Final Bid Format and Submission Requirements. Final Bids must meet the mandatory Requirements to meet Bidder eligibility to receive an invitation to negotiations. If a Bidder's Final Bid deviates from any of the mandatory Requirements, the Final Bid may be rejected and not considered for Contract Award.

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

7.1 Evaluation Team

This procurement is being conducted under the guidance of a Procurement Officer from CDT OSTP as detailed in Section 2.2.1, Procurement Officer.

The State will establish a State Evaluation Team (SET) consisting of State staff to review and evaluate Final Bids. The Procurement Officer will guide the SET and provide oversight for 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. SMEs do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

7.2 Evaluation Overview and Points Allocation

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 by the SET for compliance with all mandatory and scored solicitation Requirements. 40% of available points for this IFB are allocated to scored elements. The remaining 60% of available points are

allocated to Cost. The evaluation of Final Bids will be made by consensus of the Evaluation Team members.

Evaluation of Final Bids will include a combination of Pass/Fail and numerically scored criteria. All Bidders are encouraged to read this section carefully to learn how points and scores are assigned.

A Proposal may be rejected if it is conditional or incomplete, contradicts the Requirements, contains alterations of any form, or contains irregularities of any kind, including alterations to any terms and conditions.

Conflicting responses to Requirements may be considered a deviation and the Bidder may be ineligible to continue in the procurement process.

Each Category will be evaluated individually. Any award made for an individual Category will apply solely to that Category, and no others.

Table 7-1: Overall Evaluation Percentages and Possible Points for Categories 501 & 502

Evaluation Group	Percentage	Possible Points
Administrative Requirements	Pass/Fail	n/a
Mandatory SOW Business and Technical Requirements	20%	2,000
Mandatory Scorable SOW Business and Technical Requirements (M-S)	20%	2,000
Cost Points	54.5%	5,450
Equipment Discount Off List Price	5.5%	550
Total	**100%**	**10,000**

Table 7-2: Overall Evaluation Percentages and Possible Points for Categories 503 - 506

Evaluation Group	Percentage	Possible Points
Administrative Requirements	Pass/Fail	n/a
Mandatory SOW Business and Technical Requirements	20%	2,000
Mandatory Scorable SOW Business and Technical Requirements (M-S)	20%	2,000
Cost Points	60%	6,000

Evaluation Group	Percentage	Possible Points
Total	**100%**	**10,000**

An average will be determined using all Bidders' scores within each Category. The results of this calculation will be used to determine a Bidder's qualification for award as detailed in Section 8.4, Determination of Bidder's Qualification for Award

The State retains the right, at its sole discretion, to withhold awards in any Category.

7.2.1 Validation Against Requirements

The State will perform a detailed review of each response to the IFB Requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to documentation provided or material that is publicly available, which may either support or contradict the Bidder's claim of intended compliance.

During the proposal evaluation, the State may request the Bidder to clarify any area of its Proposal the State determines to be unclear in accordance with Section 7, Bid Evaluation.

If a Bidder's Proposal fails to meet a mandatory Requirement, it will be deemed a deviation in accordance with Section 2.4.1, Identification and Classification of Solicitation Requirements.

Bids must be complete and meet all format and submission requirements as detailed in Section 6, Final Bid Format and Submission Requirements.

7.2.2 Final Bid Clarifications

During the Final Bid evaluation, the State may request the Bidder to clarify any area of the Final Bid the State determines to be unclear or renders the Final Bid to be non-compliant and/or non-responsive in any way.

Requests for Clarifications are intended to provide the Bidder an opportunity to expand its response, to provide an explanation, or to correct the non-compliant elements to the State's satisfaction.

Responses to Clarification Requests are NOT an opportunity for the Bidder to substantially change its response, however, the material(s) submitted in

response to the Request for Clarification will replace the Bidder's previously submitted material(s) identified in the State's request. Requests for Clarification and their associated responses are not publicized.

All statements made in a Bidder's response to a Request for Clarification are binding. Failure to respond to a Request for Clarification may result in disqualification of a Bidders' Final Bid.

7.2.3 Errors in the Final Bid

An error in the Final Bid may result in the rejection of the response; however, the State may at its sole discretion retain the response and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the Final Bid to the Requirements set forth in this IFB, and any unusual complexity of the format and content required.

The following items provide further details surrounding errors in a Final Bid.

1. If the Bidder's intent is clearly established based on review of the complete Final Bid, the State may at its sole option correct any error based on the established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity to validate the resulting correction(s).
3. It is essential that Bidders carefully review the cost elements submitted in their Final Bid as they will not be provided the opportunity to correct errors following submission.
4. In the event an ambiguity or discrepancy between any of the State's solicitation documents is detected during the preliminary review of Final Bids, the State reserves the right to seek clarification and acceptance from the Bidder.
5. The State may request a Bidder to provide a clarification regarding any area of its response the State determines to be unclear. The State may also request clarification for areas that may render the Final Bid non-compliant and/or non-responsive to the Requirements. The Bidder will be provided the opportunity to submit a compliant

response by a date and time determined by the State. Failure to respond to a Request for Clarification may result in disqualification of a Bidder's Final Bid.

6. The Bidder is required to thoroughly review the IFB to ensure its Final Bid is fully compliant with the Requirements. Doing so will avoid the possibility of being deemed non-compliant and/or non-responsive. It is the Bidder's responsibility to utilize the question-and-answer process to clarify any ambiguities in the IFB Requirements to ensure submission of a compliant Final Bid.

7. At the State's sole discretion, it may declare all Final Bids to be draft Final Bids. Bidders may not protest the declaration of such. If all Final Bids are declared to be draft Final Bids, the State may issue an addendum to this IFB. Should this occur, confidential discussions may be held with Bidders that wish to remain under consideration. 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 specified in Section 7, Bid Evaluation.

7.3 Final Bid Evaluation

All Administrative Requirements, Qualifications and Reference Requirements, and Technical Requirements received by the date and time specified in Section 2.3. Key Action Dates will be evaluated.

Evaluation Final Bids will begin by conducting a preliminary review of each Bidder submission to ensure a complete response was submitted.

Final Bids will be evaluated and scored as specified in this section.

If a Final Bid fails to meet any Requirement, the Bidder may be disqualified.

7.3.1 Receipt and Preliminary Review

Final Bids uploaded by the date and time specified in Section 2.3, Key Action Dates, will be acknowledged as having been received on time. Each file uploaded to the File Sharing Site detailed in Section 6.6, Delivery of Final Bid will be date and time stamped, which will be used to verify timely delivery.

The State is not responsible for any technical difficulties encountered by a Bidder in the process of submitting its response to this IFB.

The Procurement Officer will check all Bids for the proper identification and to ensure that required information conforms to Section 6, Final Bid Format and Submission Requirements. The Bidder's Final Bid, Volume 3 Cost, shall remain unopened and in the possession of the Procurement Officer listed in Section 2.2.1, until evaluations have been completed for Bidder response Volumes 1 and 2.

7.3.2 Final Bid Evaluation: Administrative Requirements

All Section 3, Administrative Requirements labeled (M) are mandatory, whereas Administrative Requirements labeled with (O) are optional. Bidders are not required to respond to optional Requirements. Evaluation of Final Bids will begin with ensuring the Bidder has responded to all mandatory Administrative Requirements. Unless otherwise required, an e-signature, digital signature, or a copy/facsimile of an original signature is acceptable, provided the signature is of an individual with the appropriate authority to sign the document.

7.3.3 Final Bid Evaluation: Bidder Qualifications and References

Bidder Qualifications and References will use a combined scoring methodology of Pass/Fail and Points. The maximum available points for Bidder Qualifications and References is 24 points, which may permit the Bidder to proceed to the next phase of the evaluation process.

The SET will consider all information in the Bidder's Final Bid to evaluate the Bidder's Qualifications. The State will evaluate Bidder qualifications using the information contained in the completed Attachment 9, Bidder Qualifications and References form. Descriptions of experience must be clear, concise, and apply directly to the solicitation Requirements.

The SET will first evaluate the completed form for compliance and assign a Pass/Fail rating before calculating the satisfaction ratings to determine the awarded points necessary to qualify to proceed.

Each customer reference is eligible to receive a maximum of 24 points. Satisfaction ratings will be totaled separately for each Category being Bid.

Bidders must submit two references for each Category being Bid, even if the experience was gained on the same project. The State reserves the right to determine the adequacy of the customer reference.

Any single customer reference with satisfaction ratings that total less than 16 points may be rejected. Additionally, any Unsatisfactory ("0") rating may result in disqualification of the Bidder's Final Bid.

The example below illustrates how a Bidder D would not be qualified to proceed in the procurement process.

Table 7-3: Customer Satisfaction Ratings Scores for Category 501

Bidder	Ref 1 total points	Ref 2 total points	Total Point Score	Qualifies
A	24	24	48	Yes
B	22	21	43	Yes
C	20	21	41	Yes
D	16	15	31	No

Note: Point values in this example are used for explanatory purposes only and have no other significance.

Failure to submit the required number of Qualifications and Reference forms, shall be deemed non-responsive and the Bidder may be disqualified.

7.3.3.1 Validation of References

The State, at its discretion, may contact a customer reference to validate the claimed experience or clarify the customer's satisfaction ratings. Any conflicting information may result in the Final Bid being deemed non-responsive.

Failure to provide verifiable references may cause the proposal or a portion of the proposal to be rejected.

If the reference is not permitted either legally or by company/ organization policy to sign the reference form, the reference must type or print their full name on the form and provide a brief statement outlining the reason they are not permitted to sign the reference form.

If the State decides to contact a Bidder reference, the Evaluation Team will make two attempts via email to validate experience using

the information provided on the Bidder and/or staff reference forms, as applicable.

7.4 Final Bid Evaluation: SOW Business and SOW Technical Requirements Evaluation

The State will evaluate Exhibit B, SOW Business Requirements and for each Category Bid, Exhibit C, SOW Technical Requirements in two phases. Phase 1 of this portion of the evaluation is scored using a Pass/Fail methodology. Phase 2 of this portion of the evaluation is scored and points awarded based on the Bidder's response. Only Bidders awarded a "Pass" for Phase 1 of this evaluation portion will have their responses to the SOW's Business and Technical Requirements scored in Phase 2.

7.4.1 SOW Business Requirements Evaluation – Phase 1 (Pass/Fail)

The State will evaluate the Bidder's response to Exhibit B, SOW Business Requirements (includes SOW Supplemental Business Requirements, if applicable) to determine its compliance and responsiveness to the mandatory SOW Business Requirements. A "No" response or an incomplete or conditional description will be considered a deviation and may result in disqualification of the Bidder.

7.4.2 SOW Technical Requirements Evaluation – Phase 1 (Pass/Fail)

The State will evaluate the Bidder's response to Exhibit C, SOW Technical Requirements to determine its compliance and responsiveness to the mandatory Technical Requirements. A "No" response or an incomplete or conditional description will be considered a deviation and may result in disqualification of the Bidder from that Category.

7.4.3 SOW Business Requirements and SOW Technical Requirements Evaluation – Phase 2 (Scored)

Bidders whose responses to the SOW Business Requirements and the SOW Technical Requirements have received a score of "Pass" will each be awarded 2,000 points.

A Bidder awarded a "Pass" for one of the responses above and not for the other, will not be awarded points. A "Fail" score for the SOW Business Requirements or SOW Technical Requirements will be considered a deviation and may result in disqualification of the Bidder.

7.4.4 SOW Business Requirements and SOW Technical Requirements (Mandatory-Scorable)

All Bidders in compliance with all Mandatory Scorable (M-S) Requirements of the SOW Business Requirements and SOW Technical Requirements shall be awarded a maximum of 2,000 points based on the Bidder's Performance Level response using the criteria below.

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 7-4: Mandatory-Scorable Scoring Criteria

Performance Level	Percentage of Maximum Points
Premier	100.0%
Standard	50.0%
Basic	0.0%

The same scoring criteria shall apply to items where only Premier and Basic performance levels are available.

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

Table 7-5: Maximum M-S points for SOW Business Requirements Bidder's Commitments for Category 501 Cellular Business Voice and Data Services

Section #	Category 501 Section Title	Maximum Points
501.2.2.1	**Video Streaming Quality** • Voice, Text and Data Service Plans = 500 maximum points • Data Only Service Plans = 500 Maximum Points	**1,000**
501.2.2.2	**Tethering Throughput** • Voice, Text and Data Service Plans = 500 maximum points • Data Only Service Plans = 500 Maximum Points	**1,000**
All Sections	**Category 501, Maximum Possible (M-S) Points:**	**2,000**

Table 7-6: Maximum M-S points for SOW Business Requirements Bidder's Commitments for Category 502 CALNET First Responder Cellular Services

Section #	Category 502 Section Title	Maximum Points
502.2.16	**Broadband Service Availability** • Committed Availability = 200 maximum points • Reporting Metric = 200 maximum points	**400**
502.2.17	**Guaranteed Network Throughput Speeds** • Guaranteed Network Throughput = 350 maximum points	**350**
502.2.18	**Video Streaming Quality** • Voice, Text and Data Service Plans = 25 maximum points Data Only Service Plans = 25 maximum Points	**50**
502.2.19	**Tethering Throughput** • Voice, Text and Data Service Plans = 25 maximum points Data Only Service Plans = 25 maximum Points	**50**
502.2.20	**Network Performance** • Confidence Level = 75 maximum points • Receive Level = 75 maximum points	**150**
502.5.6	**Equipment Financing** • 12 Months = 25 maximum points • 24 Months = 25 maximum Points	**50**
502.6.6.1	**Contractor Network Outage Notification During SOC/EOC Activation** • Notification = 250 maximum points	**250**
502.6.6.2	**Contractor Statewide Network Outage Notification** • Notification = 250 maximum points	**250**
502.6.6.3	**Contractor Maintenance Caused Outage Notification** • Notification = 200 maximum points	**200**
502.6.6.4	**Contractor Cellular Site Failure** • Restoral = 250 maximum points	**250**
All Sections	**Category 502, Maximum Possible (M-S) Points:**	**2,000**

Table 7-7: Maximum M-S points for SOW Business Requirements Bidder's Commitments for Category 503 Satellite Mobility Voice and Data Services

Section #	Category 503 Section Title	Maximum Points
503.3.8.1	**Provisioning**	**2,000**

	• Iridium Basic Satellite Phone Plans = 400 maximum points • Iridium Certus Satellite Plans = 300 maximum points • Inmarsat Basic Satellite Phone Plans = 400 maximum points • Inmarsat Broadband Global Area Network (BGAN) Service Plans = 300 maximum points • Satellite Messenger Service Plans = 300 maximum points • MSAT G2 Service = 300 maximum points Plans	
All Sections	**Category 503, Maximum Possible (M-S) Points:**	**2,000**

Table 7-8: Maximum M-S points for SOW Business Requirements Bidder's Commitments for Category 504 Geostationary Earth Orbit (GEO) Satellite Network

Section #	Category 504 Section Title	Maximum Points
504.5.8.1	**Availability** • Ku Band Data Services = 250 maximum points • KU Band Satellite Data Services with Bundled Equipment = 250 maximum points	**500**
504.5.8.2	**Excessive Outage** • Ku Band Data Services = 250 maximum points • KU Band Satellite Data Services with Bundled Equipment = 250 maximum points	**500**
504.5.8.3	**Catastrophic Outage** • Ku Band Data Services = 250 maximum points • KU Band Satellite Data Services with Bundled Equipment = 250 maximum points	**500**
504.5.8.4	**Provisioning** • Ku Band Data Services = 250 maximum points • KU Band Satellite Data Services with Bundled Equipment = 250 maximum points	**500**
All Sections	**Category 504, Maximum Possible (M-S) Points:**	**2,000**

Table 7-9: Maximum M-S points for SOW Business Requirements Bidder's Commitments for Category 505 Low Earth Orbit (LEO) Satellite Broadband Internet Services

Section #	Category 505 Section Title	Maximum Points
505.2.10	**Contractor's Core Network Monthly Availability**	**180**
505.2.11	**Network Latency**	**230**

505.5.8.1	**Availability** • LEO Fixed Business = 120 maximum points • LEO Mobility Business = 120 maximum points	**240**
505.5.8.2	**Excessive Outage** • LEO Fixed Business = 240 maximum points • LEO Mobility Business = 240 maximum points	**480**
505.5.8.3	**Catastrophic Outage** • LEO Fixed Business = 355 maximum points • LEO Mobility Business = 355 maximum points	**710**
505.5.8.4	**Provisioning** • LEO Fixed Business = 80 maximum points • LEO Mobility Business = 80 maximum points	**160**
All Sections	**Category 505, Maximum Possible (M-S) Points:**	**2,000**

Table 7-10: Maximum M-S points for SOW Business Requirements Bidder's Commitments for Category 506 Fixed Wireless Access Services

Section #	Category 506 Section Title	Maximum Points
506.2.1.6	**Video Streaming Quality**	**600**
506.2.2.1	**Fixed Wireless Deprioritization Threshold**	**600**
506.3.8.1	**Availability** • Fixed Wireless Access = 400 maximum points	**400**
506.3.8.2	**Excessive Outage** • Fixed Wireless Access = 200 maximum points	**200**
506.3.8.3	**Provisioning** • Fixed Wireless Access = 200 maximum points	**200**
All Sections	**Category 506, Maximum Possible (M-S) Points:**	**2,000**

7.4.5 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.

7.4.5.1 DVBE Incentive

In accordance with Military and Veterans Code section 999.5(a), and for evaluation purposes only, the State shall provide an incentive to Bidders that provide California-certified DVBE participation that exceeds the any mandatory California-certified DVBE participation goal in the amounts shown in the table below.

As specified in Section 3.25.2.1, DVBE Participation Requirement, the Requirement is waived for this solicitation, however, DVBE incentive points remain available.

The State will verify the Bidder's DVBE participation and apply the incentive points accordingly. The DVBE incentive points are a percentage of the total possible points. The maximum incentive for this procurement is five percent of the total points available, which is based on the amount of confirmed DVBE participation.

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

The table below illustrated the DVBE calculation for a solicitation with 10,000 maximum available 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 7.4.5.1, DVBE Incentive, result in the Bidder earning the DVBE Incentive points according to the Table 7-11 below.

Table 7-11: DVBE Incentive Percentages Incentive Formula

Confirmed DVBE Participation	DVBE Incentive Percentage	DVBE Incentive Points
5% or more	2.00%	200
4% up to 4.99%	1.75%	175
3% up to 3.99%	1.50%	150

Note: The point values specified above are for illustrative purposes only and do not reflect the maximum available points for this solicitation.

7.4.6 Total Non-Cost Points

Each compliant Bidder's total awarded non-cost points for Categories 501-506 will be the sum of all awarded points for the following items:

1. Mandatory SOW Business and SOW Technical Requirements (2,000 points)
2. Mandatory-Scorable Requirements (2,000 points for each Category – if applicable)
3. DVBE Incentive points

7.4.7 Cost Evaluation

The State will review the Bidder's Volume 3: Cost to ensure the following documents are submitted:

1. Cost Workbook (individual workbooks for each Category)
2. Catalog A

The evaluation of costs shall be based on the instructions contained in Exhibit E, Cost Workbook. Failure to submit a compliant Cost Workbook may result in a Bidder being disqualified from consideration.

7.4.7.1 Cost Workbook Evaluation

Each Category's Exhibit E, Cost Workbook will be evaluated for compliance, completeness, and mathematical accuracy. The Bidder's total for one year's cost shall be confirmed for each Category Bid. The total annual cost of each Bidder's Exhibit E, Cost Workbook will be multiplied by the total number of years of each Contract including all optional term extensions.

7.4.7.2 SOW Catalog A Evaluation

Exhibit D, SOW Catalog A will be evaluated for compliance, completeness, and accuracy. The State will evaluate the costs provided in SOW Catalog A to ensure each line item is identical to the corresponding line item in Exhibit E, Cost Workbook for the same Category.

Any information provided by the Bidder in response to a mandatory item in SOW Catalog A that conflicts with the corresponding

mandatory Requirement(s) specified in Exhibit C, SOW Technical Requirements, will be deemed a deviation, which may result in disqualification of the Bidder from that category.

7.4.7.3 Evaluation of Costs of Mandatory Requirements

Each Category's Bidder with the lowest total one-year cost for all mandatory items, adjusted as appropriate for TACPA preferences, will receive 6,000 points, the maximum available points for the mandatory Requirements Response. All other compliant Bidders in the same Category will be awarded a percentage of the maximum available points based on their proposed cost, adjusted as appropriate for TACPA preferences.

The formula below will be used to award points for mandatory Requirements.

$$\frac{\text{Lowest Adjusted Proposed Cost Amount}}{\text{Bidder's Adjusted Mandatory Rqts. Cost Amount}} \times \text{6,000 points} = \text{Mandatory Points Score}$$

Note: The point value specified above is for illustrative purposes only and may not reflect the available points for this calculation.

The lowest adjusted mandatory cost of all Bidders ÷ by the Bidder's adjusted mandatory costs x 6,000 points = the Bidder's earned points for mandatory costs.

7.4.7.4 Adjustment of Costs for TACPA

In evaluating Final Bids, the State will give preferences in accordance with Government Code section 4530-4535.3 to Bidders that are California home-based and qualify for claimed preferences under the Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in Section 3.25.6, Target Area Contract Preference (O). 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 are limited to nine percent of the lowest total Bid cost or $50,000, whichever is less. The lowest total Final Bid cost shall be the sum of the total nine-year cost of the mandatory cost items specified in Exhibit E, Cost Workbook for the Category being evaluated.

7.4.7.5 Small Business Preference Adjustment

The State will verify a Small Business/Non-Small Business preference claim and apply the five percent preference accordingly. Refer to SECTION 3.24.3, Small Business Preference (O) and SECTION 3.26.4. Non-Small Business Subcontractor Preference (O) for more information.

For an illustration of the calculations for the Small Business/Non-Small Business preference, refer to the example below.

The calculation is based on five percent of the Total Proposed Score of the highest scoring Bidder that is a non-small business. In the example below, Bidder C has the highest Non-Small Business score.

The preference points for Bidders A and B are five percent of Bidder C - the highest scoring non-small business (3,650 points x .05 = 183 points (rounded)). Bidder C, which is neither a small business nor a non-small business Subcontracting a minimum of 25% to a small business, receives no Small Business Preference points.

Table 7-12: Example of Small Business Preference Points Calculation

Bidder	Bidder Total Non-Cost Score (Max: 3,500)	Bidder Total Cost Score (Max: 1,500)	Bidder Total Proposal Score (Max: 5,000)	Small Business Preference Claim?	Non-Small Business Preference Claim?	Small Business Preference Points Awarded
A	1,800 points	1,500 points	3,300 points	Yes	No	183 points
B	2,500 points	1,200 points	3,700 points	No	Yes	183 points
C	2,900 points	750 points	3,650 points	No	No	0 points

NOTE: Point values and costs in this example explain the calculations and have no other significance.

7.4.8 Adjustments for Exclusion of Mandatory Items

The State reserves the option to not award any portion of this solicitation's mandatory items. If the State elects to not award any mandatory item offered that the State has not previously eliminated from evaluation, the State will remove the excluded item from potential award of the Category and will make corresponding adjustments to all evaluation results within the same Category.

7.4.9 Total Cost Points

Each compliant Bidder's total awarded cost points for Categories 501-506 will be the sum of all awarded points for the following items:

3. Cost Workbook Catalog A
4. TACPA Incentive
5. Incentive and Preference Points

The table below illustrates the calculation of Bidder final scores, which incorporate both preference and incentive points for a solicitation with 6,000 maximum available points.

Table 7-13: Example of Bidder Final Score Calculation

Bidder	Bidder Total Proposal Score (Max: 5,000)	Small Business Preference Points Awarded	Verified DVBE Percentage Over 3% Minimum	DVBE Incentive Points Awarded	Bidder Final Score
A	3,300 points	185 points	3.0%	150 points	3,635 points
B	3,500 points	185 points	5.0%	250 points	3,535 points
C	3,650 points	0 points	5.0%	150 points	3,600 points

NOTE: The Bidder Final Score calculation and point values in this example explain the calculations and has no other significance.

7.4.10 Final Bid Evaluation Results

The SET will document the results of each Bidder's evaluation and determine the Bidders eligible to proceed to the negotiations phase with the State.

8 NEGOTIATIONS

This solicitation is being conducted under the authority of CDT pursuant to PCC section 6611, which provides the authority to use a competitive negotiation process when the State's business needs or the purpose of a procurement or Contract is known, but negotiation is necessary to ensure the State receives the best value or the most cost-efficient Goods, Services, information technology, and telecommunications technology.

This solicitation will utilize a competitive negotiation process to achieve the following goals:

- Ensure the Bidder can demonstrate it meets the State's Requirements as specified in this IFB
- Ensure the State clearly understands how the Bidder intends to meet the Contract Requirements before a Bidder BAFO is requested
- Provide Bidders the opportunity to discuss responses and to correct issues or provide clarification
- The Bidder must have been approved through the eVAQ process and deemed a pre-qualified vendor by Final Bid submission Key Action Date.
- The Bidder must have demonstrated they meet all financial requirements identified in the Bidder Qualifications, Attachment 9. This will be established via the Financial Stability Documentation, Attachment 7, provided by the Bidder.
- The Bidder must have demonstrated they meet all experience qualifications requirements identified in the Bidder Qualifications, Attachment 9. This will be established via the references provided by the Bidder.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's Final Bid and potential for award. Negotiations and any requested clarifications are not intended to permit a Bidder to rewrite or resubmit any portion of its Final Bid. Negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise its Final Bid to provide clarification or incorporate changes resulting from the Negotiation Process. Negotiations will be conducted either orally or in writing, or both. These

negotiations may include bargaining, such as persuasion, and alteration of assumptions and positions.

The State may discuss any aspect of the Bidder's Final Bid that could, in the opinion of the State, be altered or explained to materially enhance the Final Bid's potential for award. However, the State is not required to discuss every area where the Bidder's Final 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 Final Bid evaluation to obtain a value effective solution.

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

Prior to being invited to Negotiations, any outstanding deviations in a Final Bid must be resolved to the State's satisfaction.

In the unlikely event no compliant Bids are received, the State at its sole discretion may proceed to negotiations with all Bidders that submitted a Final Bid.

8.1 Negotiation Invitation

Once compliant Bidders are determined based on the criteria set forth in Section 7, Evaluation, the State will notify compliant Bidders in writing the State will:

1. Initiate negotiations pursuant to PCC section 6611(a);
2. Provide the general purpose and scope of the negotiations;
3. Provide an anticipated schedule for the negotiations; and,
4. Specify the required procedures for negotiations.

Bidders invited to participate in negotiations must confirm attendance and comply with the invitation instructions by the date and time specified by the State.

8.2 Best and Final Offer Submission

At the conclusion of negotiations, the State may request a Best and Final Offer (BAFO) from the Bidder. The intent of the BAFO is to obtain a final

proposal that clarifies and documents any understandings reached during negotiations. The State may request multiple BAFO submissions depending on the complexity of the negotiations.

A Bidder's BAFO response is an irrevocable offer for 180 calendar days following the date of BAFO submission. The Bidder may extend the expiration of its BAFO pursuant to the provisions of Section 2.4.8, Irrevocable Offer.

A Bidder's BAFO response must be submitted electronically to the Procurement Officer identified in Section 2.2.1, not later than the date and time specified in the written BAFO request, which will provide all other details surrounding the BAFO submission.

The BAFO submission must, at a minimum, include the following:

1. All negotiated/revised section(s) of the Bidder's original Final Bid, any other revised areas specifically required by the State, and revisions made necessary in accordance therewith.
2. All changes made to negotiated section(s) of the Bidder's original Final Bid using tracked changes together with a version of all tracked changes accepted. Changes to the Bidder's original Final Bid that are not tracked in the BAFO submission or otherwise identified may result in rejection of the BAFO or cause for termination of the Contract if discovered after award.
3. An Executive Summary identifying all changes (other than non-substantive changes to typographical errors, 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 C5WMS25 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} revised BAFO."

8.3 Evaluation of BAFO Response

The State will evaluate the BAFO response 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.

8.4 Determination of Bidder's Qualification for Award

For each Category, Bidders must achieve the minimum point threshold detailed below in order to qualify for selection and award. The minimum point threshold is the average of all Bidders' Final Total Points Awarded for a single Category as described in Section 8.5, Average Baseline Calculation.

To qualify for award for Categories 501-506, a Bidder's Final Total Points Awarded must not be more than ten percent below the average score of the Bidders in the same Category.

Each Bid will be assessed to determine if it has met the minimum point threshold for award for each Category Bid by the Bidder.

If a Bidder's points are below the threshold and if the Bidder is a DGS certified Small Business, the evaluation processes of Sections 7.4.7, Cost Evaluation, and Section 7.4.7.5, Small Business Preference Adjustment, will be used to determine if the application of any TACPA preference points resulted in the displacement of the Bidder. If the Bidder was displaced only for that reason, the Bidder may remain in consideration for award.

However, a Bidder that receives a five percent Small Business Subcontractor preference that is not a DGS certified Small Business as detailed in Section 3.26.3, Small Business Preference (O), may be displaced by the application of the TACPA preferences.

8.5 Average Baseline Calculation

The average baseline of awarded points for each Category will be the sum of the Final Score of all Bidders in a single Category divided by the total number of Bidders in the Category. The following exceptions apply:

1. If the highest-scoring Bidder's Final Total Points Awarded is more than 15% greater than the next highest-scoring Bidder, the highest-scoring Bidder's Final Total Points Awarded will be excluded from the Average Baseline Calculation. If, however, only two Bidders submit a Bid for a single Category, and their scores are more than 15% apart, both Bidders' scores will be included in the Average Baseline Calculation.

2. If the lowest-scoring Bidder's Final Total Points Awarded is more than 15% lower than the next lowest-scoring Bidder, the lowest-scoring Bidder's Final Total Points Awarded will be excluded from the Average Baseline Calculation. If, however, only two Bidders submit a Bid on a Category, and their scores are 15% or more apart, both Bidder's scores will be included in the Average Baseline Calculation.

9 AWARD AND EXECUTION

Contract Awards, if made, will occur pursuant to Section 2.3, Key Action Dates; however, the State, at its sole option, may change the Contract Award and execution date. The State further reserves the right to modify or cancel this procurement in whole or in part at any time.

9.1 Additional Documents Required for Award

The State reserves the right to require additional Documentation as may be necessary to award Contracts for this IFB. Such additional Documentation shall be determined by the State. Additional Documentation required to assemble the Contracts are not intended to be burdensome or impose new Requirements upon the Bidder nonetheless, the request(s) shall not be refused by the Bidder.

Additional required documents must be submitted to the Procurement Officer by the date and time specified in the request.

9.2 Award of Contracts

This IFB is issued for a multiple-award Contract. Award of Contracts, if made, will be in accordance with Section 7, Bid Evaluation, to responsive and responsible Bidders whose Final Bid complies with all Requirements of this IFB and any addenda thereto, except for such immaterial defects as may be waived by the State.

In the event of a delay in Contract Award, a Bidder may extend its offer beyond 180 calendar days as detailed in Section 2.4.8, Irrevocable Offer.

Award, if made, will be made within 120 calendar days following the date specified for Contract Award specified in Section 2.3, Key Action Dates.

Bidders will be given 10 business days to sign Contracts for their awarded categories. Failure to sign within 10 business days may result in disqualification.

9.3 Notification of Awards

The State will release a "Notification of Awards" to all Bidders that submitted a Final Bid in response to this IFB.

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

9.4 Protests of Awards

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

9.5 Debriefing

A debriefing may be requested by any Bidder that submitted a Final Bid. A request for a debriefing must be submitted to the Procurement Officer specified in Section 2.2.1, Procurement Officer within 15 days of Contract Awards or the date of the Notification of Award, whichever is later.

The purpose of a debriefing is to provide the requesting Bidder specific information concerning the evaluation of its submission. The content of the discussion will be primarily focused on those elements the Bidder's Final Response that did not receive the maximum available points. A debriefing is not the forum to challenge the solicitation specifications or Requirements.

9.6 Continuation of CALNET Services for Incumbents

CALNET Wireless Mobility Services IFB C5WMS25 will not include unsolicited items during the procurement process. Award Evaluation Criteria is based on the Bidder's pricing for the mandatory Services developed by the State and included in this solicitation.

To ensure the continuation of Services from CALNET 4 and OSTP Statewide Satellite Services Contract to CALNET 5, the CALNET Program will be initiating a Transition amendment for each CALNET 4 and OSTP Statewide Satellite Services Contract Incumbent Bidder who is awarded categories Transitioning from CALNET 4 and OSTP Statewide Satellite Services Contract to CALNET 5. A detailed Transition amendment process will be provided to CALNET 4 and OSTP Statewide Satellite Services Contract Incumbent Bidders immediately

following CALNET 5 Contract Award. This will include an Excel workbook (by awarded Category) that identifies unsolicited CALNET 4 Services and Features currently in use. The CALNET 4 incumbent Contractors will complete the workbook for any CALNET 4 Services and Features they wish to Transition to CALNET 5. Once the completed workbooks are submitted by the CALNET 5 Contractors to the CALNET Program, the CALNET Program shall review and develop amendment documents for Contractors to review in an effort to expedite the process. This special amendment process will begin immediately following the CALNET 5 Contract Effective Date and shall be completed within 180 days. This process will only be used once to add CALNET 4 Services (currently in use) and OSTP Statewide Satellite Services Contract to CALNET 5 after which, all Contractors will utilize the standard CALNET amendment process when adding line items to the Contract in accordance with Section 3.11 Amendment (M) and SOW Business Requirements, Section W.11 Contract Amendments.

9.7 Contract Documents

The State will assemble a complete Contract for execution by the State and the awarded Bidders. Each Contract will include all Exhibits to this IFB, as addended in the Negotiation process. Additionally, the IFB itself, as modified by any addendum, the Bidder's BAFO (including all Final Bid Attachments) thereto will be incorporated by reference. The State will make no changes to the Bidder's submitted documents except for the express purpose of improving legibility when printed, correcting line item numbers in Catalog A, and correcting minor typographical errors which does not modify or materially change the intent of the Bidder's submission.

9.8 Authorization to Execute Agreement

Awarded Contracts signed by the Contractor shall not become effective until signed by CDT and approved by OSTP. An awarded Contractor shall not begin implementation, i.e. selling Services or accepting Customer orders, until written authorization and a start date has been obtained from the CMO.

The CMO reserves the right to postpone a Contractor's implementation of sales and Services of an awarded Contract to the extent determined by the CMO to be in the State's interest, including submission of Catalog B as described below in Section 9.8.1, Catalog B – Final List of Awarded Items. Additionally, postponement may be required to provide for clarification and

CMO approval of Catalog B content as necessary; and confirmation of compliance with FCC and/or CPUC regulations as required by Exhibit A, General Provisions – Telecommunications, Section 2.3 Compliance with Statutes and Regulations, as applicable.

Any postponements as described above, shall not extend the expiration date of the Contract, and shall not delay the Contractor's responsibilities under the Contract.

9.8.1 Catalog B – Final List of Awarded Items

Catalog B is a required element of all resulting Contracts and must be developed and submitted by the Contractor following award. The Contractor's Catalog B must be available on the C5WMS25 Contractor's Portal as specified in Exhibit B, SOW Business Requirements, Section W.7.6, Contractor's Portal. Catalog B is developed from content of the Bidder's SOW Technical Requirements and SOW Catalog A.

The CMO may require Catalog B to include additional columns or information, including but not limited to a column indicating whether the CMO mandates that State agencies acquire the item from CALNET C5WMS25 Contracts.

The CMO may require Catalog B to include revisions to the descriptions and information as deemed necessary by the State to promote clarity to Customers.

Following the Effective Date, the State Associated Administrative Fee (SAAF) is determined by the CMO for all Services, Equipment, products or Features ordered under this Contract. The CALNET Program will notify Contractors of the percentage and which line items the SAAF will be applied to on the Contractor's Catalog B.

Generally, administrative fee percentages are only applied to monthly recurring costs. The CMO may require changes to the SAAF percentages at any time.

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

9.9 Elected Open Period

At any time during the term of this Contract, the State reserves the right, at its sole option, to re-open this solicitation to add new Contractors via an Elected Open Period (EOP).

The EOP is for **new Bidders only**. If offered, the duration of the EOP will be at the State's discretion. The EOP will provide new Bidders an opportunity to submit a Final Bid for selected WMS categories. If offered, the EOP shall not extend the original term of this Contract.

EOP Bidders must comply with all administrative and technical requirements of the original IFB at a timeline to be determined by the State. Evaluation of 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. A courtesy notification of the EOP will be provided to all incumbent Contractors.

PART 2 – EXHIBITS AND ATTACHMENTS IS SEPARATELY ATTACHED