

IFB STPD 12-001-A

Statement of Work, Appendix A

GLOSSARY

FOR CALNET 3, CATEGORY 1

VOICE AND DATA SERVICES

ADDENDUM 7

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STATE OF CALIFORNIA

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APPENDIX A – GLOSSARY

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

“24x365” shall mean 7 days a week, 24 hours per day, 365 days a year.

“ACCEPTANCE TESTS” shall mean those tests performed during the Performance Period which are intended to determine compliance of equipment and software with the specifications and all other Attachments incorporated herein by reference. **“ADJUSTMENTS”** shall mean credits or debits on an account or invoice to correct previous billing, including Service Level Agreements (SLAs) credits.

“AFFILIATE” shall mean any entity, employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other person that, directly or indirectly, controls, is controlled by, or is under common control of the Contractor, whether through ownership of more than fifty percent (50%) of the voting securities, by contract, managing authority or otherwise.

“AGREEMENT” shall have the same meaning as “SOW”, “CALNET 3” and “Contract” and the terms shall be used interchangeably.

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

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

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

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

“BUSINESS DAY” shall mean 7:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday, excluding State observed holidays.

“BUYER” shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications.

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

“CALNET 2” shall mean the CALNET contract that was awarded on January 24, 2007.

“CALNET 3” shall mean the Contracts resulting from IFB STPD 12-001-A.

“CALNET 3 CMO” shall mean the CALNET 3 Contract Management and Oversight office.

“CLASS OF SERVICE” or “CoS” shall mean the service that operates at Layer 3 by marking the Type of Service (TOS) byte in the IP header. Examples are Diff-Serv Code Points (DSCP) or IP Precedence.

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

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

“CONTRACT” shall mean the State of California Standard Agreement, the SOW and the bidders Proposal to the IFB together incorporating all attachments thereto (including any terms and conditions), documents incorporated therein by reference, and all regulatory filings made pursuant thereto for the applicable services. The term “Contract” shall have the same meaning as “Agreement” and “CALNET 3” and the terms shall be used interchangeably.

“CONTRACTOR” shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications..

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

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

“CUSTOMER PREMISE EQUIPMENT (CPE)” shall mean customer owned telecommunications Equipment located at a customer location.

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

“CUSTOMER ACCEPTANCE” shall mean written acknowledgement by the authorized Customer that the service is 100% operational for use as documented by the Customer or Contractor. If there is a discrepancy between the Customer's acceptance date and the Contractor's acceptance date, the Customer's acceptance date shall prevail.

“CUSTOMER SERVICE RECORD” shall mean the specific information on an End-User's account, which contains billing, service and equipment sections detailing the type of listing(s) for the account as defined in IFB Section A.5.1.1.5.

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

“DELIVERABLES” shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications.

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

“DVBE” shall mean a Disabled Veterans Business Enterprise.

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

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

“EQUIPMENT” shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications.

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

“FORM 20” shall mean the State’s Standard Form 20 (also referred to as STD. 20 or Form STD. 20).

“GENERAL PROVISIONS - Telecommunications” shall mean the CALNET 3 General Provisions - Telecommunications. When reference is made to a Section of the General Provisions, without mention of or contextual reference to a specific IFB Subcategory, such reference is to the General Provisions of each Contract.

“IFB” shall have the meaning given in Section 1 of the General Provisions.

“INDIVIDUAL CASE BASIS PRICING” or “ICB PRICING” shall mean individual case basis pricing using the methodology described in the IFB and Section P of the Special terms and Conditions and as such term is further defined by the CPUC.

“ILECS” shall mean Incumbent Local Exchange Carriers.

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

“INDIVIDUAL PRICE REDUCTIONS” or “IPR” shall mean the reduction in the pricing of services provided to an individual Customer pursuant to the methodology described in the IFB and Section N of the Special Terms and Conditions.

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

“KEY PERSONNEL” shall mean the Contractor or Subcontractor personnel identified as such in IFB Sections A2.3.1.

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

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

“MIGRATION” or “MIGRATE” shall mean as described in IFB Section A.10.1.2.

“MIGRATION-IN PLAN” shall mean as described in IFB Section A.10.2.4.

“MIGRATION-OUT PLAN” shall mean as described in IFB Section A.10.2.6.

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

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

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

“REQUIREMENT” shall mean the business, technical, and administrative specifications and deliverables established by the State throughout the IFB.

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

“SCOPE OF WORK” shall mean description of work as mutually agreed upon by the Contractor and the Customer (or CALNET 3 CMO) that is included as an attachment to Service Requests, ICB request, or Coordinated or Managed Project document.

“SERVICE MONTH” shall mean the calendar month that CALNET 3 services are provided.

“SERVICE REQUEST” shall mean the document used to order (also includes moves, adds, changes or deletes) CALNET 3 services such as a Form 20, STD. 65 or other Entity authorized procurement document.

“STATE” shall have the meaning given it in Section 1 (Definitions) of the General Provisions – Telecommunications.

“STATEMENT OF WORK” Means the Requirements contained in the CALNET 3 solicitation documentation (i.e. RFQP, RFP, IFB) and the Bidder’s response to meet the program Requirements in the solicitation as stated/offered in the Bidder’s proposal.

“SUBCONTRACTOR” shall mean any party that is contracting with the Contractor to perform/provide services and/or features on behalf of the Contractor.

“TERM” shall have the meaning given it in Section 85 (Offer; Term) of the General Provisions - Telecommunications.

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

“TRANSFER” shall mean as described in IFB Section A.10.1.3.

“TRANSITION” shall mean as described in IFB Section A.10.1.1.

“TRANSITION-IN PLAN” shall mean as described in IFB Section A.10.2.2.

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

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