

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 22 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
5-06-58-23 (DTS 06E1393)	4
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
California Technology Agency (Formerly Office of the State Chief Information Officer (OCIO))
CONTRACTOR'S NAME
MCI Network Services, Inc. or MCI Financial Management, Corp. on behalf of MCI Communications Services, Inc d/b/a Verizon Business Services and other authorized Verizon companies
- The term of this Agreement is 1/30/2007 through 1/29/2014
- The maximum amount of this agreement after this amendment is: N/A
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: **This Amendment provides Administrative changes to the following sections of the CALNET 2 contract. They are:**

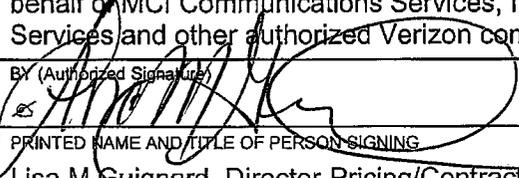
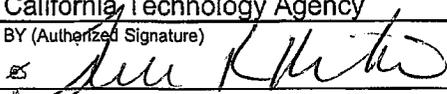
RFP Response to Requirements, Module 4, Section 5, Exhibit 5B, Contractor's License Information; RFP Response to Requirements, Module 4, Section 5, Exhibit 5C, List of Proposed Subcontractors (Public Works); Model Contract Language, Module 4, Attachment 1, General Provisions, Appendix B-4; Model Contract Language, Module 4, Appendix B-4, Contact Information; Model Contract Language, Module 4, Appendix B-4, Exhibit A-2, Authorization To Order Under State Contract; MSA 4, Appendix A Glossary.

Pursuant to Section 28 Contract Modifications Under RFP DGS-2053, the following Amendments and changes are made to the following Sections and attachments:

Continued on the next page.

This Agreement is effective February 1, 2011 or upon DGS approval, whichever is later. All other terms and conditions of the original agreement shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>MCI Network Services, Inc. or MCI Financial Management, Corp. on behalf of MCI Communications Services, Inc d/b/a Verizon Business Services and other authorized Verizon companies</u>	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>2/17/11</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Lisa M Guignard, Director-Pricing/Contract Management</u>	
ADDRESS <u>22001 Loudoun County Parkway, Ashburn, VA 20147</u>	
STATE OF CALIFORNIA	
AGENCY NAME <u>California Technology Agency</u>	
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>2/2/11</u>
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Tricia Rodriguez - Manager - Purchasing and Support Services</u>	
ADDRESS <u>P.O. Box 1810, MS Y-18, Rancho Cordova, CA 95741-1810</u>	

CALIFORNIA
 Department of General Services
 Use Only
**GENERAL SERVICES
 LEGAL SERVICES**


4/8/11

DEPARTMENT OF GENERAL SERVICES
 PROCUREMENT DIVISION

APPROVED

BY 
 DATE 4/12/11

Exempt per:

Continuation
STD 213A Standard Agreement Amendment 5-06-58-23 (DTS 06E1393) 4

A. This amendment includes the following changes, Subject CALNET 2, MSA 4 (Verizon Business):

1. The RFP Response to Requirements, Module 4, Exhibit 5B, Contractor's License Information, has been modified to reflect the new license expiration dates for the Contractor, Verizon Select Services Inc. from 5/31/2008 to 5/31/2012, and Subcontractor, Irish Communication Company from 12/31/2007 to 12/31/2011.

Replace RFP Response to Requirements, Module 4, Section 5, Exhibit 5B, Contractor's License Information (Page 19) with amended section (Page 19).

2. The RFP Response to Requirements, Module 4, Exhibit 5C, List of Proposed Subcontractors (Public Works), has been modified to reflect the name change for Direct Apps to Direct Technology; to add Intrado Inc., and to remove subcontractors Eagles Heart Consulting and Ethotec.

Replace RFP Response to Requirements, Module 4, Section 5, Exhibit 5C, List of Proposed Subcontractors (Public Works) (Page 20) with amended section (Page 20).

3. Model Contract Language, Module 4, Attachment 1, Appendix B-4, General Provisions, page 2, has been modified to change the office location from Roseville to Rancho Cordova, CA.

Replace Model Contract Language, Module 4, Attachment 1, Appendix B-4, General Provisions, (Page 2) with amended section (Page 2).

4. Model Contract Language, Module 4, Appendix B-4, page 3, Contact Information, has been modified to change Department of Technology Services to Office of Technology Services, change CALNET II to CALNET 2 in the header, and change Verizon Business's Suite from 100G to 200.

Replace Model Contract Language, Module 4, Appendix B-4, Contact Information, (Page 3) with amended section (Page 3).

5. Model Contract Language, Module 4, Appendix B-4, Exhibit A-2, Authorization to Order Under State Contract, pages 62-64 have been modified to change Department of Technology Services to Office of Technology Services; change DTS to OTech, and change CALNET II to CALNET 2.

Replace Model Contract Language, Module 4, Appendix B-4, Exhibit A-2, Authorization to Order Under State Contract (62-64) with amended section (62-64).

6. MSA 4 Appendix A, Glossary has been modified to change DTS to OTech, and change CALNET II to CALNET 2.

Replace Appendix A Glossary (1-12) with amended section (1-12).

B. Signature authority for the Office of the State Chief Information Officer (OCIO) has changed to the California Technology Agency per Chapter 404, Statutes of 2010, AB 2408 effective January 1, 2011.

C. Amendment Summary:

- **What is this amendment about?**

Administrative changes only.

- **Why is the contract being amended?**

The contract is being amended to include the new license expiration date on Exhibit 5B, name change for the Contractor on Exhibit 5C, and Attachment 1 to change Verizon Business office location from Roseville to Rancho Cordova, CA, Office name and Glossary.

- **What is the reason/purpose for the amendment?**

The purpose of this amendment is to reflect the correct information for expiration date, name of the Contractor and Verizon Business Office location, Office name (DTS to OTech) and Glossary.

EXHIBIT 5-B
CONTRACTOR'S LICENSE INFORMATION

(For Installation Services Only)

Bidder shall complete the applicable Contractor's license information below in accordance with the Contractor's State License Board, Department of Consumer Affairs. A Class C-7 Contractor's license is required before any Bidder can contract business (e.g. submit a Proposal) that includes the installation of cable and wiring. In addition, if structural modifications are required, a Class B license is required.

CONTRACTOR:

Class C-7, C-10 License No: 808604
Licensee: Verizon Select Services Inc. Expiration Date: 5/31/2012

Note: Bidder (Firm's Name or a Responsible Managing Employee) must be licensed in addition to all subcontractor(s) performing under this Contract.

SUBCONTRACTOR 1

Class C-7, C10, A, B License No: 484418
Licensee: Irish Communication Company Expiration Date: 12/31/2011

Relationship of Licensee to Contractor:

Cabling subcontractor

SUBCONTRACTOR 2

Class _____ License No: _____
Licensee: _____ Expiration Date: _____

Relationship of Licensee to Contractor:

SUBCONTRACTOR 3

Class _____ License No: _____
Licensee: _____ Expiration Date: _____

Relationship of Licensee to Contractor:

(Use additional sheets if necessary.)

**EXHIBIT 5-C
LIST OF PROPOSED SUBCONTRACTORS (PUBLIC WORKS)**

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform if the contract is awarded to the aforesigned. I understand that under Government Code Section 4100 through 4113* (See Note Below) that I must here clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in my total Proposal and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act.

(NOTE: IF MORE THAN ONE SUBCONTRACTOR IS LISTED FOR THE SAME TYPE OF WORK, STATE THE PORTION OF THAT TYPE OF WORK THAT THE INDIVIDUAL SUBCONTRACTOR WILL BE PERFORMING. LIST THE SUBCONTRACTORS' APPLICABLE CONTRACTORS LICENSE NUMBER(S), IF AVAILABLE. VENDORS OR SUPPLIERS OF MATERIALS ONLY, NEED NOT BE LISTED.)

If additional space is required for the listing of proposed subcontractors, reproduced additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Final Bid Proposal.

SUBCONTRACTORS:

<u>TYPE OF WORK</u>	<u>NAME AND ADDRESS</u>	<u>LICENSE NO.</u>
Cabling	Irish Communication Company P.O. Box 457, Rosemead, CA	484418
Training	Direct Technology 1430 Blue Oaks Blvd., Suite 270 Roseville, CA 95747	N/A
NexGen 9-1-1	Intrado Inc. 1601 Dry Creek Dr. Longmont, CO 80503	N/A

NOTE: The above listing Requirement will for purposes of this Proposal be construed in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act ("The Act") as set forth in Government Code Sections 4100 through 4113. Also, for purposes of this Proposal and interpretation of The Act, a vendor will be considered to be a prime Contractor regardless of whether such vendor is or is not a licensed Contractor.

CALIFORNIA INTEGRATED INFORMATION NETWORK (CALNET) 2

ATTACHMENT 1 - GENERAL PROVISIONS, MODULE 4

These California Integrated Information Network (CALNET) 2 ("CALNET 2") General Provisions are part of the Contract entered into effective as of the Effective Date by and between the State of California, through its Office of Technology Services, Office of Network Services, and _____, a Delaware corporation having a principal place of business at Rancho Cordova, CA.

* MCI Network Services, Inc. or MCI Financial Management Corp. on behalf of MCI Communications Services, Inc d/b/a Verizon Business Services and other authorized Verizon companies

1. PURPOSE OF CONTRACT

Pursuant to the RFP, the State may issue one or more contracts for different categories of CALNET 2 Services (each category, a category of "**Module Services**"). Presently, the State anticipates that there shall be four categories of Module Services:

- Module 1 Services: Core Services (defined and described in Sections 4.4.1 and 6.1 of the RFP)
- Module 2 Services: Long Distance Services for Voice (defined and described in Sections 4.4.2 and 6.2 of the RFP)
- Module 3 Services: Internet Protocol Services (defined and described in Sections 4.4.3 and 6.3 of the RFP)
- Module 4 Services: Broadband Fixed Wireless Access (defined and described in Sections 4.4.4 and 6.4 of the RFP)

Pursuant to this Contract, Contractor shall provide to the State and Agencies the Module 3 Services as defined and described in this Contract (such Module 3 Services deemed "**Services**" for purposes of this Contract). Unless otherwise specified in this Contract, the Services shall be available twenty-four (24) hours a day, seven (7) days a week, as further described in this Contract.

Capitalized terms not defined herein or in the Glossary (Appendix A) shall be given the meaning, if any, ascribed to them in the other portions of the RFP.

2. CONTACT INFORMATION

- a. The Contract Representatives during the Term shall be:

State Agency: Office of Technology Services, Statewide Telecommunications and Network Division (STND)	Contractor: MCI Network Services, Inc. or MCI Financial Management Corp. on behalf of MCI Communications Services, Inc d/b/a Verizon Business Services and other authorized Verizon companies
Name: CALNET 2 Contract Administrator	Name: Brian May
Phone: (916) 657-9974	Phone: (916) 779-1271
Fax: (916) 657-9129	Fax: (916) 779-1350
E-Mail:	E-Mail: brian.k.may@verizonbusiness.com

Direct all inquiries to:

State Agency: Office of Technology Services	Contractor: MCI Network Services, Inc. or MCI Financial Management Corp. on behalf of MCI Communications Services, Inc d/b/a Verizon Business Services and other authorized Verizon companies
Section/Unit: Statewide Telecommunications and Network Division (STND)	Section/Unit:
Attention: STND Contract Management Section	Attention: Brian May
Address: P.O. Box 1810, MS 304, Rancho Cordova, CA 95741-1810	Address: 11080 White Rock Road, Ste. 200 Rancho Cordova, CA 95670
Phone: (916) 657-9974	Phone: (916) 779-1271
Fax: (916) 657-9129	Fax: (916) 779-1350

Subject to the terms of the Contract, each Party may modify the Contract Representatives listed above during the Term by providing written notice to the other Party identifying the new Contract Representative(s).

- b. Contractor shall act as the single point of contact and responsible party for all Services offered under this Contract. This includes all elements of service; ordering; provisioning; maintenance; and trouble reporting. Contractor will also act as the single point of contact in coordinating all entities required in the Contract to meet the State's need for service. Contractor shall act as the single point of contact and responsible party for Services obtained from its subcontractors and

EXHIBIT A-2
AUTHORIZATION TO ORDER UNDER STATE CONTRACT

_____ ("Contractor") and the State of California ("State") have entered into a Contract for California Integrated Information Network (CALNET) 2 ("CALNET 2") Module 3 Services dated _____ ("Contract"), for a term of five years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency as defined in Government Code Section 11541 is allowed to order services and products solely as set forth in the Contract ("Service(s)").

A non-State public Agency (herein "Non-State Agency") shall also be required to complete and submit this Authorization to Order Under State Contract (ATO) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Agency are fully set forth in the Contract. Access to the Contract is available at www.stnd.dts.ca.gov.

_____ ("Non-State Agency") desires to order Service(s) and Contractor agrees to provide such Service(s) as identified in the State of California, Telecommunications Service Request (STD. 20), pursuant to the terms and conditions and rate tables contained in the Contract.

1. This ATO shall become effective upon execution by Non-State Agency, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND) ("Effective Date"). No Service(s) shall be ordered by Non-State Agency or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.
2. With respect to Services ordered under this ATO, Non-State Agency hereby agrees to obtain such Services exclusively through the Contract and this ATO for a two (2) year commitment period starting from the Effective Date of the ATO, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any Services ordered subsequent to the end of the two (2) year commitment period shall not extend the two (2) year commitment period.
3. Upon expiration of the two (2) year commitment period, this ATO shall continue in effect through the remainder of the Term of the Contract, unless earlier terminated by Non-State Agency. The Non-State Agency will automatically continue to receive Services at Contract terms and conditions when the two year commitment period completes, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).
4. Subject to paragraph 5 below, Non-State Agency may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract by providing the Contractor with thirty (30) calendar days written notice of cancellation.
5. If Non-State Agency elects to terminate Service prior to completion of the two (2) year commitment period, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the two (2) year commitment period. If Service(s) are terminated after the two (2) year commitment period, no termination liability shall apply.

6. No termination charge will be assessed when Non-State Agency transfers Service(s) to a like Service offered under this Contract, or from one CALNET 2 Module to another, if the Contractor is the same for both Modules or is affiliated with the Contractor for the other Module.
7. By executing this ATO, Non-State Agency agrees to subscribe to and Contractor agrees to provide Service(s) in accordance with the terms and conditions of this ATO and the Contract. Within seven (7) business days after execution of this ATO by Non-State Agency and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval.
8. The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Agency or Contractor, will advocate to resolve Contract service issues. The ATO and any resulting STD. 20 is a Contract between the Non-State Agency and the Contractor. The State will not represent the Non-State Agency in resolution of litigated disputes between the parties.
9. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency understands that Contractor and the State may, from time to time and without Non-State Agency's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Agency receives from Contractor.
10. Non-State Agency, upon execution of this ATO, certifies that Non-State Agency has reviewed the terms and conditions, including the rates and charges, of the Contract.
11. Non-State Agency, upon execution of this ATO, certifies the Non-State Agency understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State pursuant to provisions of the Contract.
12. All Service(s) ordered under this ATO will be submitted using the STD. 20, signed by the Non-State Agency's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a STD. 20, noting changes.
13. Non-State Agency may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Agency, and Non-State Agency shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
14. If the Service(s) ordered under a STD. 20 are installed, and after the first fiscal year funds are not appropriated to enable the Non-State Agency to continue paying for services, or universal service discounts are not received, the Non-State Agency may terminate impacted Service(s) without penalty.
15. Whenever any notice or demand is to be given under this Contract to Contractor or Non-State Agency, the notice shall be in writing and addressed to the following:

Non-State Agency:

Contractor:

Address:

Address:

Attn: _____

Attn: _____

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives

Contractor:

Non-State Agency:

By:

By:

Title:

Title:

Date Signed:

Date Signed:

Approved By:

Office of Technology Services,
Statewide Telecommunications and Network Division

By: _____

Title: _____

Date Signed: _____

APPENDIX A - GLOSSARY

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

"ACCEPTANCE TESTS" shall mean those tests performed during the Performance Testing Period which are intended to determine compliance of Equipment and Software with specifications and all other provisions of this Contract and to determine the reliability of the Equipment.

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

"AGENCY" or (**"AGENCIES"**) shall mean a tax supported public entity (or entities) empowered to expend public funds to purchase Deliverables and Services from the Contract.

"AGREEMENT" shall have the same meaning as **"CALNET 2"** and **"Contract"** and the terms shall be used interchangeably.

"APPLICATION PROGRAM" shall mean a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

"ATTACHMENT" shall mean a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.

"BENCHMARKER" has the meaning given it in Section 80 of the General Provisions.

"BENCHMARKING PROCESS" has the meaning given it in Section 80 of the General Provisions.

"BENCHMARKING STANDARD" has the meaning given it in Section 80 of the General Provisions.

"BID" shall mean an offer made in response to the RFP to perform a contract for work and labor described in the RFP 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 RFP.

"BUSINESS DAY" shall mean 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding State holidays.

"CALIFORNIA PUBLIC RECORDS ACT" shall mean California Government Code Section 6250 et seq.

"CALNET I" shall mean the California Integrated Information Network I.

"CALNET 2 MSA" shall mean CALNET 2 Master Service Agreement and shall have the same meaning as "Agreement" and "Contract" and the terms shall be used interchangeably.

"CALNET 2" shall mean CALNET 2 Master Service Agreement and shall have the same meaning as "Agreement" and "Contract" and "CALNET 2 MSA" and the terms shall be used interchangeably.

"CLECs" shall mean Competitive Local Exchange Carriers.

"COMMERCIAL SOFTWARE" shall mean Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of the Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of the Contract.

“CONFLICT LAWS” has the meaning given it in Section 37c. of the General Provisions.

“CONTRACT” shall mean the State of California Standard Agreement, the SOW and the Proposal, together with all attachments thereto (including the General Provisions), documents incorporated therein by reference, and all regulatory filings made pursuant thereto for the applicable Module Services. The term “Contract” shall have the same meaning as “Agreement” and “CALNET 2” and the terms shall be used interchangeably.

“CONTRACTOR” shall mean the entity identified in the introductory paragraph to the General Provisions and all of its Affiliates providing Deliverables and/or Services under the applicable Contract.

“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.

“CONVERGED SERVICES” shall mean voice, video, and data services that run over a converged network. Includes advanced data and information services and applications such as IP-based voice, integrated messaging, web-based conference calling, voice enabled instant messaging, Enhanced Class features—features that enhance productivity and performance such as selective call waiting, group ring, and find-me, follow-me, etc.

“CONVERGENCE” shall mean the definition of network architecture that allows for voice, video, and data communications to run over a single (converged) network.

“COST TO COVER” shall mean the cost and expenses incurred to procure replacements Deliverables or Services for the Deliverables and/or Services of equivalent capability, function and performance, or corrected Deliverables or Services, from an alternate source (including, costs and expenses associated with the retention of consultants and legal counsel or the State’s imputed costs for the same using internal resources).

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

“CPI” shall mean the Consumer Price Index.

“CLEC” shall mean Competitive Local Exchange Carriers.

“CPUC” shall mean the California Public Utilities Commission.

“CUSTOMER” shall mean an Agency that is purchasing goods and services from the Contract.

“DATA PROCESSING SUBSYSTEM” shall mean a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

“DATA PROCESSING SYSTEM (SYSTEM)” shall mean the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

“DELIVERABLES” shall mean Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to the applicable Contract, including any such items furnished incident to the provision of Services.

“DELIVERY DATES” shall mean the dates specified by the State for the delivery by Contractor of certain Deliverables or Services.

“DEPARTMENT DIRECTOR” shall mean the Director of OTech/STND.

“DESIRABLE ITEMS” shall mean attributes or conditions in the RFP that are defined by the words “should” or “may”.

“DGS” shall mean the Department of General Services of the State of California.

“DGS/PD” shall mean the Procurement Division of the Department of General Services of the State of California.

“DTS/ONS” – DTS/ONS is now synonymous with STND, the Statewide Telecommunications and Network Division, which is the new name for DTS/ONS

“DISASTER RECOVERY AND SECURITY PLAN” shall have the meaning given it in Section 79 of the General Provisions.

“DISENTANGLEMENT” shall have the meaning given it in Section 77c. of the General Provisions.

“DISENTANGLEMENT PLAN” or **“TRANSITION-OUT PLAN”** shall mean the plan for transitioning the provision of services, or portion thereof, pursuant to CALNET 2 as set forth in the Contract to the State’s alternate service provider (e.g., CALNET III), which identifies all material transition tasks and deliverables to be completed by Contractor in connection with the transition to such alternate service provider, and the dates by which each is to be completed by Contractor, all as further described in Section 77b. of the General Provisions.

“DISENTANGLEMENT COMMENCEMENT DATE” shall have the meaning given it in Section 77a. of the General Provisions.

“DOCUMENTATION” shall mean nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

“DVBE” shall mean a Disabled Veterans Business Enterprise.

"EFFECTIVE DATE" shall mean later date on which the Contract has been both executed by Contractor and has been executed and approved by the State in accordance with the terms therein.

"END-USER" shall mean an individual within an Agency that is utilizing the feature or service provided under the Contract.

"END TO END SERVICE" shall mean the Contractor is responsible for providing Service(s) on a statewide basis, whether provided by Contractor or subcontractors.

"ENHANCEMENTS" shall have the meaning given it in Section 68 of the General Provisions.

"EQUIPMENT" is an all-inclusive term, which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

"EQUIPMENT FAILURES" shall mean a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

"FACILITIES" shall mean outside plant, cable, capacity, and telecommunication sites and/or Systems provided by either the state or Contractor.

"FCC" shall mean the Federal Communications Commission.

"FOUR-DIGIT DATE COMPLIANT" shall have the meaning given it in Section 44 of the General Provisions.

"GENERAL PROVISIONS" shall mean the California Integrated Information Network (CALNET) 2 General Provisions. When reference is made to a Section of the General Provisions, without mention of or

contextual reference to a specific category of Module Services, such reference is to the General Provisions of each Contract for Module Services.

“GOODS” shall mean all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

“HARDWARE” usually refers to computer Equipment and is contrasted with Software. See also Equipment.

“INDIVIDUAL CASE BASED PRICING” or **“ICB PRICING”** shall mean individual case basis pricing using the methodology described in Section 71 of the General Provisions 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 Section 72 of the General Provisions.

“INFORMATION TECHNOLOGY” shall mean information technology, including, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

“INTELLECTUAL PROPERTY RIGHT” shall have the meaning given it in Section 15b. of the General Provisions.

"KEY PERSONNEL" shall mean the Contractor Personnel and its subcontractors who are identified, or the holders of the positions that are identified, and such other Personnel that the State may identify as Key Personnel, from time to time, in a written notice or notices delivered to Contractor.

"LEGISLATURE" shall mean the California State Legislature.

"MACHINE" shall mean an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

"MATERIAL DEVIATION" shall mean a deviation from a requirement that is not in substantial accord with the RFP Requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity or quality of items proposed, amount paid to the Bidder, or for the cost to the State.

"MIGRATION" or **"MIGRATE"** shall mean all tasks, Deliverables and activities related to or necessary for the migration of the provision of services pursuant to CALNET I to the provision of Services pursuant to CALNET 2 pursuant to the Contracts for Module 3 Services or Module 4 Services.

"MIGRATION PLAN" shall mean the plan for the Migration of the provision of Services pursuant to the Contracts for Module 3 Services or Module 4 Services, respectively, which identifies all material transition tasks and Deliverables to be completed by Contractor in connection with the implementation of all Services by Contractor, and the dates by which each is to be completed by Contractor, all as further described in Section 74 of the General Provisions of the Contracts for Module 3 Services or Module 4 Services, respectively.

"NOTICE OF TERMINATION" shall mean a written notice of termination from the State to Contractor pursuant to the Contract.

"OPERATING SOFTWARE" shall mean those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

"ORDERING DOCUMENT" has the meaning given it in Section 2d. of the General Provisions.

"PERFORMANCE TESTING PERIOD" shall mean a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.

"PRIMARY BACKBONE NETWORK" shall mean the network infrastructure supporting the State's telecommunications services for voice, data, and video services.

"PROGRAMMING AIDS" shall mean Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

"PROGRAM PRODUCT" shall mean programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

"PROPOSAL" shall have the meaning given in Section 1 of the General Provisions.

"PROVIDED RESOURCES" shall have the meaning given in Section 15e. of the General Provisions.

"REQUIREMENT" shall mean the technical and administrative performance and delivery Requirements established by the State throughout the RFP.

"RFP" shall have the meaning given in Section 1 of the General Provisions.

"RFP MODULE" shall mean any of the four sections of the RFP that address specific solutions. The RFP Modules included in the RFP include Core Services (Module 1, Section 6.1), Long Distance Services for Voice (Module 2, Section 6.2), Internet Protocol Services (Module 3, Section 6.3), and Broadband Fixed Wireless Access (Module 4, Section 6.4).

“SEALED PROPOSAL” shall mean a Proposal that is contained/wrapped/boxed in such a manner that no part of the Proposal is revealed.

“SECURITY POLICIES” shall have the meaning given in Section 85 of the General Provisions.

“SERVICE RATE” shall have the meaning given in Section 80 of the General Provisions.

“SERVICES” shall mean, collectively, the services, functions and responsibilities described in the Contract as they may be supplemented, enhanced, modified or replaced during the Term in accordance with the Contract, including any Enhancements approved by the State.

“SOFTWARE” is an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

“STANDARDS” shall mean the State defining business standards as well as industry defined and accepted standards for communications published by recognized organizations such as IEEE, IETF, ITU, ANSI, TIA/EIA, etc.

“STATE” shall mean DTS/ONS, or as DTS/ONS may designate, in its sole discretion, any other department, division, or unit of the State of California, any agency or governmental entity of the State of California or any local jurisdiction within the State of California empowered to expend public funds, and their end-users, intended to receive the benefit of the Services. DTS/ONS may exercise such discretion at any time and from time to time, either on a case-by-case basis or by notifying Contractor of its then-established policies and guidelines for the same. Without limiting any of the foregoing, the Parties presently anticipate that: (a) where the term is used in reference to contract administration activities, it shall refer to OTech/STND and (b) where the term is used in reference to payment obligations and dispute resolution activities, as the same relate to a particular Ordering Document, it shall refer to the entity identified in such Ordering Document or by OTech/STND as the beneficiary of the Deliverables and Services.

“STATE RESOURCES” shall have the meaning given in Section 15e. of the General Provisions.

“STATEMENT OF WORK” is Attachment 2 and any additional statements of work entered into by the State and Contractor pursuant to this Contract.

“STOP WORK ORDER” shall mean a written order from the State to the Contractor instructing the Contractor to stop the performance of all, or some portion, of work under the Contract, as further described in Section 36b. of the General Provisions.

“STND” shall mean the Statewide Telecommunications and Network Division, the new name for OTech/STND.

“SUBCONTRACT PRICING REVIEW” shall have the meaning given in Section 80 of the General Provisions.

“SUBCONTRACT RATE” shall have the meaning given in Section 80 of the General Provisions.

“SUPPLIER” shall mean a business entity, Bidder, offeror, vendor, or Contractor.

“SYSTEM” shall mean the complete collection of Hardware, Software and Services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

“TECHNICAL CONSULTING AND DIRECTION” shall have the meaning given it in Section 37b. of the General Provisions.

“TERM” shall have the meaning given it in Section 81 of the General Provisions.

“THIRD PARTY OBLIGATION” shall have the meaning given it in Section 32 of the General Provisions.

“TRANSFER” shall mean all tasks, Deliverables and activities related to or necessary for moving from the provision of Services pursuant to a given category of Module Services pursuant to CALNET 2 to one or more

other categories of Module Services pursuant to CALNET 2 and the applicable Contract(s) for Module Services.

“TRANSITION” shall mean all tasks, Deliverables and other activities related to or necessary for moving from the provision of services pursuant to CALNET I to the provision of Services pursuant to CALNET 2 pursuant to the Contracts for Module 1 Services or Module 2 Services.

“TRANSITION-IN PLAN” shall mean the plan for transitioning the provision of services pursuant to CALNET I to the provision of Services pursuant to CALNET 2 pursuant to the Contracts for Module 1 Services or Module 2 Services, respectively, which identifies all material Transition tasks and Deliverables to be completed by Contractor in connection with the Transition of all Services to Contractor, and the dates by which each is to be completed by Contractor, all as further described in Section 76 of the General Provisions of the Contracts for Module 1 Services or Module 2 Services, respectively.

“UNIFIED MESSAGING” shall mean access to e-mail, voice mail and faxes by a common interface by computer or by telephone. The end user can access these messages from a variety of devices - PCs, telephones, PDAs, etc.

“USAC” shall mean Universal Service Administrative Company.

“WORK AUTHORIZATION” shall mean a work authorization executed by the State and Contractor for unanticipated work not specified in the Statement of Work, as further described in Section 55 of the General Provisions and which will be prepared in accordance with the sample provided in Attachment 5, Exhibit A-4.