

## 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 II”** 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 II MSA**” shall mean CALNET II 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 II Master Service Agreement and shall have the same meaning as “Agreement” and “Contract” and “CALNET II 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 II” 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 DTS/ONS.

“**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 II 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) II 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 II 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 DTS/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 DTS/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 DTS/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 II to one or more other categories of Module Services pursuant to CALNET II 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 II 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 II 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.