



Contract Number \_\_\_\_\_

SAP Number \_\_\_\_\_

## Innovation and Technology Department

<b>Department Contract Representative</b>	Adrian Danczyk
<b>Telephone Number</b>	(909) 388-0534
<b>Contractor</b>	AT&T Corp.
<b>Contractor Representative</b>	Aaron Widmann
<b>Telephone Number</b>	(909) 645-2981
<b>Contract Term</b>	September 14, 2021 to June 30, 2025
<b>Original Contract Amount</b>	\$1,629,000
<b>Amendment Amount</b>	N/A
<b>Total Contract Amount</b>	\$1,629,000
<b>Cost Center</b>	1200704020 / 1201404048

**Briefly describe the general nature of the contract:** *The two Authorizations to Order (ATO) with the State of California, along with the attached Department of Technology Non-State Entity Service Policy and Agreement (NESPA), certifying the County's participation eligibility, authorize the Innovation and Technology Department to participate in the approved State of California CALNET Next Gen contracts with AT&T Corp. on the terms and conditions set forth in the State's contract for the period beginning September 14, 2021, through June 30, 2025, in an amount not to exceed \$1,629,000.*

**FOR COUNTY USE ONLY**

Approved as to Legal Form  <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: black; margin-right: 5px;"></div> <div style="flex-grow: 1;">Bonnie Uphold, Deputy County Counsel</div> </div> </div> <div style="display: flex; justify-content: space-between;"> <span>Date</span> <span style="border-bottom: 1px solid black; width: 150px;"></span> </div>	Reviewed for Contract Compliance  <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: black; margin-right: 5px;"></div> <div style="flex-grow: 1;"></div> </div> </div> <div style="display: flex; justify-content: space-between;"> <span>Date</span> <span style="border-bottom: 1px solid black; width: 150px;"></span> </div>	Reviewed/Approved by Department  <div style="border-bottom: 1px solid black; margin-bottom: 5px;"> <div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: black; margin-right: 5px;"></div> <div style="flex-grow: 1;"></div> </div> </div> <div style="display: flex; justify-content: space-between;"> <span>Date</span> <span style="border-bottom: 1px solid black; width: 150px;"></span> </div>
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# **CALNET**

## **AUTHORIZATION TO ORDER (ATO)**

AT&T Corp. and the California Department of Technology (CDT) have entered into a five-year statewide contract for CALNET IFB C4DNCS19, Data Networks and Communications Services, Categories 20, 21, 22, 23, 24, 25, 27, 28, 29 and 30. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

### **Category: 20, MPLS Data Network Services**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

### **Category: 21, Standalone VoIP Services**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

### **Category: 22, Cloud Hosted VoIP Services**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

### **Category: 23, Metropolitan Area Network (MAN) Ethernet Services and Features**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

### **Category: 24, Flat Rate Internet Services**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

## **Category: 25, Sustained Bandwidth Internet Services and Features**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

## **Category: 27, Standard Contact Center Services**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

## **Category: 28, Custom Contact Center Services**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

## **Category: 29, Converged VoIP Services**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

## **Category: 30, Broadband with Internet Services**

- Contract award: 04/15/2020
- Contract end: 06/30/2025
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

Pursuant to the Contract C4-DNCS-19-001-40, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.

- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

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## **E-Rate Customers Only – Complete if applying for E-Rate funding:**

(Enter Non-State Entity name) intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence MM/DD/YYYY ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

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## **Contact Information**

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

### **Non-State Entity**

Non-State Entity Name

Authorized Agent

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

## Contractor

AT&T Corporation  
Authorized Agent

Attention: Program Management Office

Address: 2700 Watt Avenue

Room 1213

Sacramento, CA 95821

Contact Number:

Email:

**IN WITNESS WHEREOF**, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.

## Non-State Entity

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

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## Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

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## Approved By: State of California, Department of Technology

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed

# **CALNET**

## **AUTHORIZATION TO ORDER (ATO)**

AT&T Corp and the California Department of Technology (CDT) have entered into a multi-year statewide contract for CALNET Legacy Telecommunications Voice and Data Services, C4A1LEG18, Categories 15, 16, 17, and 18. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

### **Category 15, Dedicated Transport:**

- Contract award: 01/03/2019
- Contract end: 01/02/2026
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

### **Category 15.2.2, Carrier DSO Service:**

- Contract award: 01/03/2019
- Contract end: 01/02/2022
- Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension

### **Category 16, Long Distance Calling:**

- Contract award: 01/03/2019
- Contract end: 01/02/2024
- Number of optional extensions and extension duration(s): 5 extensions, 1 year per extension

### **Category 17, Toll Free Voice Calling:**

- Contract award: 01/03/2019
- Contract end: 01/02/2024
- Number of optional extensions and extension duration(s): 5 extensions, 1 year per extension

### **Category 18, Long Distance Calling:**

- Contract award: 01/03/2019
- Contract end: 01/02/2026
- Number of optional extensions and extension duration(s): 3 extensions, 1 year per extension

### **Category 18.3.1.1, Analog Service:**

- Contract award: 01/03/2019
- Contract end: 01/02/2022
- Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension

Pursuant to the Contract C4-LEG-12-10-TS-01, which is incorporated herein by reference, any eligible on-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity will be required to have a Non-State Entity Service Policy and Agreement (NESPA) on file with the CDT CALNET Program, prior to submitting the Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver the ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute the ATO.

By executing the ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of the ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or
- The Non-State Entity terminates the ATO, for specific Services(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.



- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
  - The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
  - The Non-State Entity understands that, the Contractor shall bill the Non-State Entity, and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).
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## **E-Rate Customers Only – Complete if applying for E-Rate funding:**

[Enter Non-State Entity name] intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence [MM/DD/YYYY] ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

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### **Non-State Entity**

Non-State Entity Name

Authorized Agent

Title of Authorized Agent

Address

Contact Number

City, State, Zip Code

Email

## Contractor

AT&T Corp  
Authorized Agent

Attention: Program Management Office    Contact Number

Address: 2700 Watt Avenue  
Room 1213  
Sacramento, CA 95821

Email

**IN WITNESS WHEREOF**, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.

## Non-State Entity

Authorized Agent Name

Title of Authorized

Signature

Date Signed

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## Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

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## Approved By: State of California Department of Technology

Authorized Agent Name

Title of Authorized

Signature

Date Executed

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**DEPARTMENT OF TECHNOLOGY  
NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA)**

The California Network and Telecommunications Program (CALNET) service offerings are primarily intended to meet State entity requirements. However, CALNET services may be purchased by qualified non-State entities. To use the CALNET next generation of contracts, non-State entities are required to self-certify that their organization qualifies for one of the CALNET eligibility criteria below.

Authorized Entity Criteria

Please select one of the following:

- ☐ Local government entities are defined as “any city, county, city and county, district or other governmental body empowered to expend public funds for the acquisition of goods” per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental entities, each local governmental entity should determine whether this contract is consistent with its procurement policies and regulations.
- ☐ **Entirely** 100% tax supported entity
- ☐ A governmental entity with a Joint Powers Agreement (JPA)
- ☐ Federally recognized Indian Tribe

**NON-STATE ENTITY INFORMATION**

REQUESTING NON-STATE ENTITY ORGANIZATION NAME

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE SIGNING ON BEHALF OF NON-STATE ENTITY

STREET ADDRESS

CITY, STATE, ZIP CODE

CONTACT PHONE NUMBER

EMAIL ADDRESS

I certify under penalty of perjury the requesting entity meets the NESPA “Authorized Entity Criteria” selected above.

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NON-STATE ENTITY SIGNATURE

DATE

**CDT/CALNET PROGRAM**

CUSTOMER CODE: