

STD 213 STANDARD AGREEMENT FOR TELECOMMUNICATIONS

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD. 213 (REVISED 07/12)

PURCHASING AUTHORITY NUMBER

REGISTRATION NUMBER
AGREEMENT NUMBER C3A2FN9-18

- This Agreement is entered into between the State Agency and Contractor named below  
STATE AGENCY'S NAME  
 California Department of Technology and Governor's Office of Emergency Services  
CONTRACTOR'S NAME  
AT&T Corp
- The term of this Agreement is: This Contract shall commence on the date executed by the CDT STP through five (5) years, with two (2), one (1) year options to extend the Contract term.
- The maximum amount of this Agreement is: \$0.00 (zero dollars and no cents)
- The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:
  - Contractor's PMAC STD 213 Agreement# 12-10-TS-01.03, 3 Pages
  - (\*) General Provisions – Telecommunications, 09/24/2012, 48 Pages
  - Appendix A, Statement of Work, Appendix A-1, Technical Specifications, Appendix B, Definitions, Appendix C, Special Terms and Conditions – FirstNet, and Attachments 1 and 2, 70 pages
  - Exhibits 1 through 5, 08 pages
  - Catalog: Subcategory 9.1 - FirstNet, Attachment A - AT&T Acceptable Use Policy, and Attachment B - Additional Information Applicable to Wireless Services, 78 pages

This agreement is effective upon the start date, or upon STP approval, whichever is later.  
 Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

CONTRACTOR		Statewide Technology Procurement (STP) Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) AT&T Corp.		
BY (Authorized Signature) 	DATE SIGNED 10/22/18	
PRINTED NAME AND TITLE OF PERSON SIGNING Keith Nagel – Contract Program Manager		
ADDRESS 2700 Watt Ave., Sacramento, CA., 95821 - Suite 1213		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Technology and California Office of Emergency Services		
BY (Authorized Signature) 	DATE SIGNED 10.22.18	
PRINTED NAME AND TITLE OF PERSON SIGNING Tiffany Angulo, Branch Chief, Statewide Technology Procurement and Tabitha Stout, Assistant Director, Governor's Office of Emergency Services, Finance and Administration		
ADDRESS P.O. Box 1810, MS Y-12, Rancho Cordova, CA 95741-1810		<input type="checkbox"/> Exempt Per

## Attachment 2, CALNET– Authorization to Order (ATO)

**AT&T** and the State of California ("State") have entered into a Contract for CALNET Statewide Contract **C3A2FN9-18 (FirstNet)**, for the following Subcategory and terms. 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 as indicated below.

<u>Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year Optional Extensions</u>
9.1 FirstNet – Broadband for Public Safety	10/22/2018	10/21/2023	2

Pursuant to the Contract, which is incorporated herein by reference, any 100% tax supported Non-State Public Safety Entity (herin "Non-State PSE), as recognized by the First Responder Network Authority (FirstNet Authority), approved by Cal OES and authenticated by AT&T as an authorized Non-State PSE may order services and products ("Services") solely as set forth in the Contract.

All Non-State PSEs must complete a Non-State Agency Service Policy and Agreement prior to completing and submitting this FirstNet Authorization to Order (ATO). The CDT, CALNET Program must approve both documents prior to Non-State PSEs ordering Services. Service, catalogs, rates and Contract terms are available at <https://cdt.ca.gov/services/calnet/>.

(Enter Non-State PSE name) desires to order Service(s), and AT&T agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), Purchasing Authority Purchase Order (Form 065) or an authorized Non-State PSE purchasing document pursuant to the terms and conditions and rates contained in the Contract.

**Under emergency conditions as defined within this Contract for Subcategory 9.1, Non-State PSE's may order services and submit this ATO as soon as feasible after Services are provided.**

This ATO shall become effective upon execution by the Non-State PSE, Contractor, and California Department of Technology (CDT). No Service(s) shall be ordered by Non-State PSE or provided by Contractor until this ATO has been executed by both parties and approved by CDT.

By executing this ATO, the Non-State PSE may subscribe to the selected services, and the Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. The State may, at its sole discretion, revoke any applicable previously approved ATO.

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

The Non-State PSE may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor written notice thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET FirstNet Contract.

A Non-State PSE, upon execution of this ATO, certifies that the Non-State PSE understands that Contractor and the CDT may, from time to time and without the Non-State PSE's consent, amend the terms and conditions of the Contract thereby affecting the terms of service the Non-State PSE receives from Contractor.

A Non-State PSE, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

A Non-State PSE, upon execution of this ATO, certifies the Non-State PSE understands that billing 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 orders for Service(s) under this ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State PSE's authorized signatory. Any additions, changes to, or deletions of Service(s) shall likewise be accomplished by submission of a purchasing document to the Contractor, noting changes.

The Non-State PSE, upon execution of this ATO, certifies the Non-State PSE 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 this ATO, the Non-State PSE authorizes the CALNET Contractor to release the Non-State PSE's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering this Contract.

A Non-State PSE may, by placing Service orders issued by its duly authorized representative with the Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill the Non-State PSE, and the Non-State PSE shall pay the Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

Any notice or demand is given under this Contract to the Contractor or PSE, the notice shall be in writing and addressed to the following:

NON-STATE PSE	
NON-STATE PSE NAME	
AUTHORIZED AGENT	
TITLE OF AUTHORIZED AGENT	
ADDRESS	
CONTACT NUMBER	EMAIL

CONTRACTOR	
CONTRACTOR NAME AT&T	
ATTENTION	
ADDRESS	
AUTHORIZED AGENT	
CONTACT NUMBER	EMAIL

**Select Subsector:**

<input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Education (100% tax supported)
<input type="checkbox"/> Other (100% tax supported)

**The Non-State PSE agrees to authorize the following:**

1. The Non-State Chief Authorized Telecommunications Representative (NSCATR) responsible for authorizing service orders and maintaining a current list of NSATRs throughout the Contract Term on behalf of this Non-State PSE.
2. Non-State Authorized Telecommunications Representative (NSATR) authorized to order First Responder Cellular Services on behalf of this Non-State PSE.

	First Name	Last Name	Email Address
NSCATR			
NSATR			
NSATR			
NSATR			

3. North American Industry Classification System Code (NAICS)

Code	Industry Title
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<b>Category/Subcategory</b>	<b>AT&amp;T C3A2FN9-18</b>
<b>Category 9.1</b>	<b>FirstNet – Broadband for Public Safety</b>

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

NON-STATE PSE	
AUTHORIZED AGENT NAME	DATE SIGNED
TITLE OF AUTHORIZED AGENT	
SIGNATURE	

CONTRACTOR	
AUTHORIZED AGENT NAME	DATE SIGNED
TITLE OF AUTHORIZED AGENT	
SIGNATURE	

**Approved By:**  
State of California  
Department of Technology

CDT/CALNET	
AUTHORIZED CALNET AGENT NAME	NSE CUSTOMER IDENTIFIER
AGENT SIGNATURE	DATE EXECUTED