

**USER INSTRUCTIONS**

**FOR**

**CATEGORY 19**

**CALNET CELLULAR VOICE AND DATA**

**SERVICES**

**SUBCATEGORY 19.1**

**CELLULAR BUSINESS SERVICES**

**MANDATORY**

**Statewide Multiple Award Contract**

Issued by:

State of California

California Department of Technology

P.O. Box 1810, MS-Y14

Rancho Cordova, CA 95741

The information contained in the User Instructions is not intended to supersede the provisions of the Contract. In the event of any inconsistencies or conflicts between the User Instructions and the Contract, the terms of the Contract shall take precedence.

## USER INSTRUCTIONS

### CALNET CELLULAR VOICE AND DATA SERVICES

#### Sub Category 19.1 Cellular Business Services

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## A. Scope and Overview

The California Department of Technology's, CALNET Program provides Cellular Voice and Data Services (CVD) through four (4) individual competitively bid contracts with the four (4) major wireless providers. This allows all Non-Exempt and Exempt State Entities (herein referred to as State Entities) and local governmental entities (herein referred to as Non-State Entities) to easily order cellular services avoiding lengthy and costly procurement process. State departments and local governmental agencies may conduct business with any of the following four (4) wireless providers:

- AT and T Mobility
- Verizon Wireless
- T-Mobile USA, Inc.

### **Items Not within the Scope of the contract.**

Certain Information Technology (IT) products are not within the scope of this contract and are not available for purchase under this contract. This includes, but not limited to; Non-SIM enabled iPads, Tablets and Notebooks that are 'Wi-Fi Only' and cannot utilize a CALNET cellular data plan. Some of these products are available through other contract sources. Please refer to the State Contracts Index Listing at:

<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts>

**Note:** This does not apply to local governmental agencies.

## B. Contract Term(s)

The term of the contract is four (4) years with two (2), two-year options to extend for a maximum contract term of eight (8) years. Extensions will be exercised at the sole discretion of the California Department of Technology (CDT).

Refer to Service Providers at the end of this document for specific start and end dates for each contractor.

## C. Eligibility

The following eligibility requirements are necessary to use this Contract:

1. State Entities must have an approved CALNET Chief Agency Telecommunications Representative (CATR) or Agency Telecommunications Representative (ATR) on file with the California Department of Technology (CDT), CALNET Program.

Both the CATR and ATR(s) are authorized state representatives who may order services from CALNET Contract. ATRs are identified and maintained by the entity's CATR. CATR's may designate multiple ATRs per state entity.

State Entities can register CATR/ATRs directly online through the CALNET Application and Management System (CAMS) at <https://cams.technology.ca.gov/Account/Login>.

2. Non-State Entities are required to have a current Non-State Entity Policy Agreement (NESPA) on file with CDT, CALNET Program. Non-State Entities must also obtain an approved CALNET Authorization to Order (ATO).

## **D. Ordering Guidelines**

1. All entities ordering services or equipment from CALNET must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g., California Codes, Code of Regulations, State Administrative Manual, State Information Management Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
2. This contract is mandatory for Non-Exempt state executive branch entities when ordering services designated as "Required" in the CALNET contractor service catalogs.
3. This contract is nonmandatory when ordering services identified as "Discretionary" in the CALNET contractor service catalogs. Discretionary services may be purchased and require ordering entities to follow their standard procurement guidelines.
4. The rate identified in the contractor service catalog is the maximum rate allowed. Additional rate reductions may be negotiated between the customer (ordering entity) and contractor by completing an Individual Price Reduction Agreement (IPRA). Contact your contractor representative or the CALNET Program for more information on IPRAs.

## **E. Ordering Procedures**

1. Orders shall itemize all line items and include the CALNET catalog product identifier. When applicable, a scope of work may be attached to the order form.
2. Order Forms and Online Ordering, all services:
  - a. State entities (CATR/ATR) are required to use the following if applicable:

- Ordering services - requires a Telecommunications Service Request (Form 20); and
- Ordering equipment – requires a Purchasing Authority Purchase Order (STD 65)

b. Non-State entities may utilize Form 20 and STD 65 or use their own purchasing document.

c. Entities may order services through the contractor's portal or online ordering system, when available.

d. The ordering entity shall provide a signed copy of the executed order form (Form 20, the STD 65 or a non-state entity equivalent purchasing document) to the selected contractor. This applies to all methods of ordering (online, phone, etc.).

3. Customized Service Plan only:

In addition to the CALNET standard cellular plans, the contracts provide a Customized Service Plan (CSP) option for cellular services. The CSP line item in the contractors' service catalogs have no dollar value identified and must be established between the contractor and customer. The CSP will allow contractors to tailor service plans to the customer's specific business needs. Some examples of customized service plan offerings may:

- Provide continuation of existing cellular contractor plans.
- Include additional discounts to equipment and services.
- Include technical attributes that address special or unique customer needs.

a. General CSP requirements:

- i. CSP commitments shall not extend beyond the term of the CALNET Cellular Voice and Data Services (CVD) contract, including any extension period(s) as they are exercised;
- ii. The contractor must inform customers if refurbished or used devices will be provided with the CSP;
- iii. CSPs must adhere to all California Public Utilities Commission (CPUC), Federal Communications Commission (FCC) and other appropriate regulatory guidelines as applicable;
- iv. In the event that a customer elects to terminate a CSP for reasons other than (1) contractor default, or (2) circumstances outside the customer's reasonable control, such customer shall be liable to the contractor for any unrecovered amortized capital costs for

equipment originally identified in the CSP scope of work documentation; and

v. Non-State entities may utilize the state's approach or follow their own department's procurement practices to establish fair and reasonable pricing.

b. Non-Exempted State Entities may obtain CSPs by following either Option i or Option ii as described below:

i. **Obtain Quotes:**

- a) The State Entity shall solicit quotes from a minimum of two (2) CALNET contractors when multiple CALNET contractors provide services in the specific area;
- b) If multiple cellular contractors are solicited and less than two (2) quotes are received, the ordering state entity must document that only one response was received. The documentation shall be retained within the customer's procurement file with the reasons why the other contractors solicited did not respond with an offer;
- c) Ordering state entity will review all responsive quotes and select a contractor based on best value, with cost as one of the criteria as defined by the ordering entity's guidelines; and,
- d) Ordering state entity must document the results of the best value process within the customer's procurement file.

ii. **Written Justification for Single Contractor Selection Preference**

- a) State entity shall write a justification explaining the reasons for not obtaining multiple quotes and for selecting the contractor.
- b) Justification shall be retained in the customer's procurement file.

Once the contractor and services are selected the ordering state entity will issue a Form 20 and STD 65 (if applicable) to the selected contractor in accordance with the CALNET contract.

## **F. Order Acknowledgement and Confirmation**

Customer shall receive an order acknowledgement from the contractor within one (1) business day of contractor's receipt of order. The acknowledgement shall include the following:

1. Equipment and or service plan purchased;

2. Customer service request number/purchase order number;
3. The contractor order number (if applicable);
4. Name of authorized ordering customer; and,
5. Ship to address.

## **G. Delivery Timeframe**

Customer shall receive delivery of in-stock products within a maximum of five (5) business days after order acknowledgement.

## **H. Items Shipped to Customer in Error**

The customer will receive credit for the full amount when the customer returns any items to the contractor shipped in error. Additionally, the customer shall receive a prepaid return label or prepaid self-addressed container suitable for returning the item within five (5) business days of the customer notification. Delivery of correct items will be at no cost to the customer.

## **I. Freight-Damaged or Defective Items**

The customer shall receive credit and/or replacement for freight-damaged or defective items. Replacement items shall be delivered to the customer within two (2) business days after notification by the customer. The customer is not required to deal directly with the manufacturer. Additionally, the customer shall receive a prepaid return label or prepaid self-addressed container from the contractor, suitable for the item's return within five (5) business days of the customer notification.

## **J. Out of Stock**

Customers will be notified by the contractor within one (1) business day after order acknowledgement if an item is out of stock. The customer will have the option of substituting an available product or cancelling the item from the order, in which case the contractor must provide an option to acquire comparable equipment to the customer within 15 days of the order, at no additional cost.

## **K. Warranty**

Equipment is covered by the manufacturer's warranty that will be passed through to the customer. The contractor shall provide manufacturer's warranty information (terms and conditions, provider, etc.) to the customer with all equipment at the time of delivery. The contractor will work with the customer to

facilitate equipment replacement. The contractor will notify the customers about any product recall by the manufacturer.

## **L. Customer Acceptance**

The customer will have a 30-day acceptance period to test equipment and coverage, commencing at the later date of either service activation or equipment receipt. During this acceptance period the customer may cancel service if coverage is not acceptable, i.e., consistently dropped calls, poor signal strength, call quality, or if the equipment is not acceptable, and will incur no termination penalties. The customer will incur standard service charges during this acceptance period.

The customer will receive a full refund for purchased equipment that is returned, including return shipping costs. The customer shall receive a prepaid return label or prepaid self-addressed container suitable for returning the item within five (5) business days of the customer notification.

## **M. Service Activation**

### **1. Service Activation – New Customer – New Equipment**

The contractor must ship equipment ready-for-activation within five (5) business days of receipt of customer's service request, excluding activations involving number portability.

### **2. Service Activation – Existing Customer – Replacement/Upgrade Equipment**

The customer will receive replacement equipment shipped inactive, unless specified otherwise on the purchase document within five (5) business days, of receipt of the service request. The service will be activated for the replacement/updated equipment within 24 hours of the customer notification.

## **N. Plan Change Fees**

The customer will not be charged a fee to change service plans and there will be no limits placed on the number of changes that can be made.

## **O. Termination**

There are no fees to terminate service. The customer may terminate service with one (1) business days' notice or request a specific termination date. However, refer to Duration Individual Price Reduction Agreement and Customized Service Plans for early termination requirements pertaining to unrecovered cost.

## **P. Account Changes**

Changes to customer accounts must be processed and completed within one (1) business day of customer notification (this excludes account changes involving number portability).

## **Q. Porting Number**

Customers with eligible phone numbers will be able to retain their phone numbers when changing service providers and devices, or when moving a phone number from a local number wireline device to a cellular device.

## **R. Free On Board Destination**

All prices are Free On Board (F.O.B.) destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud and the warranty obligations.

## **S. 911 or Other Emergency Calls**

Customers are responsible for 911 accessibility. Mobile communications have limitations that customers must consider. Some examples are as follows:

Cellular 911 Calls – an emergency responder's ability to locate a caller using a wireless product may be affected by various factors, including the type of wireless product used, the product's GPS capabilities, geography, or other factors such as the porting process. In some areas, and depending on the equipment deployed by the local Public Safety Answering Point (PSAP), 911 calls may be routed to a State patrol dispatcher instead of the local PSAP. Enhanced 911 (E911) service that is compatible with FCC technical requirements is not available in all areas due to PSAP equipment capabilities. A caller using a wireless product should always be prepared to report precise location information to emergency responders. The cellular contractor is not liable for failures or delays in connecting to the appropriate emergency service provider.

Wi-Fi 911 calls - service through Wi-Fi calling may not be available or may be limited compared to traditional 911 service due to a number of circumstances, including relocation of equipment, internet congestion or connection failure, loss of electrical power, delays in availability of registered location information, or other technical problems.

Text-to-9-1-1 - service may allow standard SMS text message communication with a 9-1-1 operator; however, text-to-9-1-1 is only available in certain limited areas where it has been requested and implemented by local public safety officials. A text-to-9-1-1 message does not automatically provide precise location information to 911 operator. Delivery or receipt of text-to-9-1-1 messages is not guaranteed and messages may fail, be delayed or be out of sequence. A person using a wireless product should always attempt to call 911 when possible in an emergency situation.

Inbound call blocking – If the customer chooses inbound call blocking, inbound call blocking may be removed for 24 hours following a 911 call so that public safety can attempt to callback the customer line, if necessary. All other inbound calls may also be allowed during this time period.

TTY Access – TTY capable wireless products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY capable wireless product should not be relied on for 911 calls.

This information is not all-inclusive and customers should research and understand their responsibilities for 911 services.

## **T. Invoicing and Payment**

### **1. Payee Data Record (state entities only)**

Each state accounting office must have a copy of the Payee Data Record (STD 204) in order to process payment of invoices. State entities should forward a copy of the STD 204 to their accounting office(s). Without the STD 204, payment may be unnecessarily delayed. State entities may request a copy of the completed STD 204 from the contractor.

### **2. Payment Terms**

a. Payment for services and equipment will be made in accordance with the provisions of the California Prompt Payment Act, GC Section 927 et. seq. Unless expressly exempted by statute, the act requires state entities to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services; or (b) receipt of an undisputed invoice, whichever is later. Non-state entities shall be subject to a late payment fee if payment is issued after the late payment date.

b. The State Contracting Manual, Volume 3 for Information Technology ([https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-Contracting-Manual-Volume-2-3-FI\\$Cal](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-Contracting-Manual-Volume-2-3-FI$Cal))

provides additional information in Chapter 9, Disbursements, Financing, and Payment Programs, including the prohibition of advance payments and the necessity of properly executed documents.

## **U. Cell Phone Recycling**

All disposal or recycling of state-owned property requires approval from the State and Federal Property Reuse Program Office, Procurement Division, Department of General Services via a Property Survey Report (STD 152). The form can be filled out, submitted and approved on-line at the following website: <https://www.dgs.ca.gov>. For additional information regarding the process, please refer to the State Administrative Manual Section 3520.

Agencies are responsible for removing data on wireless phones and preparing them for reuse/recycling.

## **V. California Department of Technology Administrative Fee**

All monthly recurring charges and usage-based charges are subject to a 1 percent State Associated Administrative Fee (SAAF) which has been incorporated into the CALNET website service catalog rate for budgeting and invoicing purposes. The CALNET cellular contractors have the options to either invoice the SAAF as reflected in the CALNET website service catalog (combine service rate + SAAF) or separate the SAAF from the service rate and show the SAAF as a separate line item on the invoice.

## **W. Contract Management**

For questions, contact the CDT, CALNET Program Customer Service line (916) 657-9150 or email [CALNEThelp@state.ca.gov](mailto:CALNEThelp@state.ca.gov) to reach a CALNET representative. Questions submitted to the CALNEThelp email, should include sufficient details and reference the service type, contract number, and/or contractor name, as applicable.

## **X. Problem Resolution / Contractor Performance**

Ordering entities should first attempt to resolve complaints, issues, or disputes informally with the contractor. ATR should contact their Cellular Account Manager for resolving problems pertaining to billing/invoicing, technical support and network issues.

The CALNET Program will not facilitate, intervene, advocate or escalate any disputes between the customer and the contractor or represent the customer in resolution of litigated disputes between the parties.

CALNET Program or service related questions, contact a CALNET representative: by e-mail [CALNEThelp@state.ca.gov](mailto:CALNEThelp@state.ca.gov) or (916) 657-9150.

CALNET billing and invoicing inquiries please e-mail [CIOCALNETBILLING@state.ca.gov](mailto:CIOCALNETBILLING@state.ca.gov) or contact a CALNET representative at (916) 657-9150.

Contractor customer service support information is provided within Attachment 1 below for each awarded contractor.

## **Y. CALNET Exemptions**

Non-Exempt executive branch entities must obtain a CALNET Exemption approval from CDT, CALNET Program before the purchase of telecommunication services or equipment designated as “Required” can be made outside any of the CALNET contracts. Refer to the State Telecommunications Manual (STMM) Chapter 3-501.0 for detailed instructions regarding the CALNET Exemption request process.

## ATTACHMENT 1 - SERVICE PROVIDERS

**Contractor Name:** A T and T Mobility

**Contract Number:** C4-CVD-19-001-04

**Contract Award Date:** May 23, 2019

**Contract End Date:** June 30, 2027

**Contract Extensions:** No Remaining Extensions

**Ordering Address:** 2700 Watt Avenue Rm 1213, Sacramento, CA 95820

**Ordering Phone Number:** 1 (877) 972-6279

**Ordering E-mail Address (es):**

State: [ar5941@att.com](mailto:ar5941@att.com)

Local: [kt3893@att.com](mailto:kt3893@att.com)

**Customer Support Phone Number:** 1 (800) 331-0500

**CALNET Contract Information Website:** <https://cdt.ca.gov/services/calnet/>

**Contractor Name:** Cellco Partnership dba Verizon Wireless

**Contract Number:** C4-CVD-19-001-03

**Contract Award Date:** May 23, 2019

**Contract End Date:** June 30, 2027

**Contract Extensions:** No Remaining Extensions

**Ordering Address:** 15505 Sand Canyon Ave., Building C, Government Contract Management Team, Irvine, CA 92618

**Ordering Phone Number:** (800) 922-0204

**Ordering E-mail Address (es):** [WfmVzwBusinessSupport@vzw.com](mailto:WfmVzwBusinessSupport@vzw.com)

**Customer Support Phone Number:** (800) 922-0204

**CALNET Contract Information Website:** <https://cdt.ca.gov/services/calnet/>

**Contractor Name:** T-Mobile USA, Inc.

**Contract Number:** C4-CVD-19-001-01

**Contract Award Date:** June 6, 2019

**Contract End Date:** June 30, 2027

**Contract Extensions:** No Remaining Extensions

**Ordering Address:** PO BOX 742596, Cincinnati OH 45274-2596

**Ordering Phone Number:** 916-616-4215

**Ordering E-mail Address (es):** CALNETSupport@T-mobile.com

**Customer Support Phone Number:** 844-375-1126, 4:00am-5:30pm Monday-Friday for dedicated Support or 800-375-1126 for Customer Care

**CALNET Contract Information Website:** <https://cdt.ca.gov/services/calnet/>