

# **CALNET**

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

AT&T Enterprises, LLC 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: 06/30/2027
- 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: 06/30/2027
- Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension

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

- Contract award: 01/03/2019
- Contract end: 06/30/2027
- Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension

### **Category 18, Legacy Telecommunications:**

- Contract award: 01/03/2019
- Contract end: 06/30/2027
- 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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## **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

Contact Number

Title of Authorized Agent

Email

Address

City, State, Zip Code

# Contractor

AT&T Enterprises, LLC

Authorized Agent: Keith Nagel

Attention: Program Management Office

Address 2700 Watt Avenue  
Room 1213  
Sacramento, CA 95821

Contact Number: 916-384-6175

Email: [KN7135@att.com](mailto:KN7135@att.com)

**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

## Contractor

Authorized Agent Name

Title of Authorized Agent

Signature

Date Signed

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

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed