

CALNET AUTHORIZATION TO ORDER (ATO)

(Non-State Entity)

and the California Department of Technology CALNET Program (CDT CALNET) have entered into this Authorization to Order (ATO) as of the Date Signed by CDT CALNET (set forth in the signatures) so the Non-State Entity may utilize services and products (collectively "Services") from the CDT CALNET Statewide Contracts (CALNET Contracts) between CDT CALNET and various contractors (Contractors) as authorized in Government Code section 11541 and as set forth in the CALNET Contracts.

I. NON-STATE ENTITY SELF-CERTIFICATION

By executing this ATO, the Non-State Entity certifies, under penalty of perjury, that the Non-State Entity identified herein meets the "Authorized Entity Criteria" it selected below. Refer to the Non-State Eligibility Criteria Guidelines for assistance with making the appropriate criteria selection.

Authorized Entity Criteria:

Local government entities are defined as "any city, county, city and county, district or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology or services" per Public Contract Code section 10298 (a) (b). While CDT CALNET makes the CALNET Contracts available to local governmental entities, each local governmental entity should determine whether the CALNET Contracts are consistent with its procurement policies and regulations.

100% tax-supported governmental entity

A governmental entity with a Joint Powers Agreement (JPA)

Federally recognized Indian Tribe

II. ATO TERMS AND CONDITIONS

A. Process

1. Once the Non-State Entity executes this ATO, the Non-State Entity shall deliver the executed ATO to CDT CALNET for review and approval. No Service(s) shall be ordered by the Non-State Entity until CDT CALNET has executed this ATO.
2. Service catalogs, rates, and Contact terms are available at the [CALNET Program website](#). All orders for Services entered into by the Non-State Entity shall include a reference to the ATO Customer Code provided by CDT CALNET and included in this ATO.

3. By executing this ATO, the Non-State Entity may subscribe to Service(s) in accordance with the terms and conditions of this ATO and the CALNET Contracts.
4. Once the Non-State Entity and CDT CALNET execute this ATO and the Non-State Entity subscribes to Services, the Non-State Entity will be bound by the provisions of the CALNET Contract's applicable General Provisions document and, where applicable, the Non-State Entity will assume the rights, responsibilities, obligations and liabilities of the State of California as set forth in the CALNET Contract's applicable General Provisions document, as if the Non-State Entity was the original party to the General Provisions.
5. This ATO shall remain effective until one of the following:
 - a. CDT CALNET, at its discretion, revokes the approved ATO in writing; or
 - b. The Non-State Entity terminates the ATO by providing CDT CALNET with thirty (30) calendar days' prior written notice of the termination.
6. Upon termination of this ATO, the Non-State Entity shall immediately cancel or migrate the existing Services off of the applicable CALNET Contract(s) and shall refrain from placing any orders for additional or new Services under this ATO.

B. Certifications by Non-State Entity

The Non-State Entity further certifies that:

1. The Non-State Entity understands that CALNET Contractors and CDT CALNET may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the CALNET Contracts, thereby affecting the terms of the service(s) the Non-State Entity receives from CALNET Contractors. CDT CALNET publishes all amendments to CALNET Contracts on the CALNET website. The Non-State Entity will periodically check the CALNET website for any amendments that affect the terms and conditions of the CALNET Contracts.
2. The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the CALNET Contracts.
3. The Non-State Entity understands and agrees that the CALNET Contractors' invoices for Service(s) subscribed to under the CALNET Contracts are subject to review and/or audit by CDT CALNET, pursuant to provisions of the CALNET Contracts.
4. The Non-State Entity understands and agrees all CALNET Services ordered under this ATO will be submitted to the CALNET Contractors using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Services shall be accomplished by submission of a purchasing document to the CALNET Contractors, noting the changes.
5. The Non-State Entity understands and agrees that CALNET Contractors shall provide CDT CALNET all data, invoices, reports, and access to trouble tickets for the Service(s) subscribed to under the CALNET Contracts, pursuant to provisions of the CALNET Contracts. Upon execution of this ATO, the Non-State Entity authorizes CALNET Contractors to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to CDT CALNET for purposes of administering the CALNET Contracts.

6. The Non-State Entity understands that CALNET Contractors shall bill the Non-State Entity and the Non-State Entity shall pay CALNET Contractors according to the terms and conditions, and rates set forth in the CALNET Contracts for such Service(s).
7. The Non-State Entity agrees to keep the ATO Authorized Agent contact information current and will notify the CDT CALNET Authorized Agent listed below to make any changes to the contact information.
8. The Non-State Entity understands that while this ATO is in effect, a Conversion of CALNET Services under one of more CALNET Contracts may be carried out in accordance with the CALNET Contracts' Business Requirements Conversion section. If Conversion of the CALNET Service(s) (as defined in the respective CALNET Contract) is not an option, the CALNET Contractor or CDT CALNET will notify the Non-State Entity and recommend alternative business telecommunications solutions prior to the expiration of the existing CALNET Contract.
9. The Non-State Entity agrees to comply with all applicable laws, regulations, policies, and procedures pertaining to the service(s) it subscribes to under this ATO and the CALNET Contracts.

C. Dispute Resolution and Indemnification

In the event of a dispute, claim, or other disagreement (collectively, "Disputes") arising between the Non-State Entity and the Contractor(s), CDT CALNET may, in its sole discretion, elect to mediate or take other actions it deems necessary to resolve the Dispute. Pursuant to Government Code Section 895.4, the Non-State Entity agrees to indemnify, hold harmless, and defend CDT CALNET against any actions, claims, or other liabilities (collectively, "Liabilities") arising from such Disputes, and further agrees to reimburse CDT CALNET for all reasonable costs and expenses (including reasonable attorneys' fees) incurred by CDT CALNET in resolving the Disputes or defending against Liabilities, to the extent that such Disputes and/or Liabilities are not a result of the gross negligence or willful misconduct of CDT CALNET.

III. NOTIFICATION

A. Contact Information Non-State Entity

Any notice or demand given pursuant to the terms of this ATO or the CALNET Contracts by CDT CALNET to the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity Name:

Address:

City, State, Zip Code:

Non-State Entity Authorized Agent Name:

Non-State Entity Authorized Agent Title:

Non-State Entity Phone Number: Non-State Entity Email:

Alternate Contact Name:

Alternate Contact Title:

Alternate Contact Phone Number: Alternate Contact Email:

B. Contract Information for CDT CALNET

Any notice or demand given pursuant to the terms of this ATO or the CALNET Contracts by the Non-State Entity to CDT CALNET shall be in writing and addressed to CDT CALNET at one of the following:

Address: PO Box 1810, Rancho Cordova, CA 95741-1810

Email: CALNEThelp@state.ca.gov

Contact Number: For questions and assistance, contact the CALNET Helpline at 916-657-9150.

IV. EXECUTION

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO shall be "Date Signed" by CDT CALNET as shown below.

Non-State Entity:

Non-State Entity Authorized Agent Name:

Non-State Entity Authorized Agent Title:

Signature:

Date Signed:

(Signature field will appear once all other required fields are complete. Once visible, click inside the signature field to sign)

Submit completed and signed form to CALNEThelp@state.ca.gov for CDT CALNET counter signature.

CDT CALNET:

Approved By: State of California, Department of Technology

CDT CALNET Authorized Agent Name:

CDT CALNET Authorized Agent Title:

Signature:

Date Signed:

(CDT CALNET Use Only)