

USER INSTRUCTIONS
FOR
CATEGORY 19
CALNET CELLULAR VOICE AND DATA
SERVICES
SUBCATEGORY 19.2
CALNET FIRST RESPONDER 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 19.2 CALNET First Responder Services

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A. Scope and Overview

CALNET First Responder Cellular Service contracts provide authorized Public Safety Entities (PSEs) cellular services with priority and preemption. These services have been competitively bid and allow customers to directly order first responder services without going through a lengthy and costly procurement process.

The following contractors are included in this award:

- a. Verizon Wireless
- b. 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 'WiFi 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).

C. Eligibility

First responder services provided under the CALNET contract are for PSEs identified by California Governor's Office of Emergency Services (Cal OES). PSE eligibility list for T-Mobile USA and Verizon Wireless are located at CALNET Service Offering webpage under Category 19.2:

<https://cdt.ca.gov/services/calnet-services>

PSEs are eligible to use the contract as follows:

1. State PSEs 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.

2. Non-State PSEs must have one of the following:
 - a. A Non-State Entity Service Policy and Agreement (NESPA) and a CALNET Authorization to Order (ATO) approved by CDT, CALNET Program; or,
 - b. An approved ATO from Cal OES; or,
 - c. Other Cal OES approved PSE.

For PSE not included in the Cal OES eligibility list contact Cal OES at (916) 657-9466 or email broadband_contracts@caloes.ca.gov.

D. Authorized Personnel

Only an authorized PSE that meets Cal OES eligibility requirements may order equipment and services with a properly executed purchase document and/or service order.

Only authorized personnel may make changes to customer accounts.

E. 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.
5. Non-State entities are required to have a current NESPA on file with CDT, CALNET Program unless otherwise approved to order services from Subcategory 19.2 by Cal OES. Non-State entities must also obtain an approved CALNET or Cal OES Authorization to Order (ATO), which identifies the emergency services agency contact.
6. 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.
7. Emergencies: A PSE meeting the eligibility criteria listed in Section B Eligibility, may order services without an ATO or ATR during an emergency, as defined in the contract. The PSE is required to submit an ATO as soon as feasible after services are provided.

F. 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 the State's Form 20, 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) a 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-Exempt 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 (1) 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.

G. 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.

Customer shall receive an order acknowledgement within four (4) hours of receipt of PSE Service Request for an emergency order.

H. Delivery Timeframe-Non-Emergency

The Customer's delivery of in-stock products must be completed within the timeframe specified by the authorized PSE at the time of order or within a maximum of three (3) business days.

I. Items Shipped to Customer in Error

The customer must notify the contractor of the shipment error. When the customer returns the items the contractor will provide a credit, as applicable. The contractor shall ship the correct items to the customer within 24 hours of authorized PSE notification of error. Additionally, the contractor shall provide the customer with a prepaid return label or prepaid self-addressed container suitable for returning the item within 24 hours of the customer notification. Delivery of correct items will be at no cost to the customer.

J. Freight-Damaged or Defective Items

The customer shall receive applicable credit and/or replacement for freight-damaged or defective items. Replacement items shall be delivered to the customer within 24 hours 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.

K. Out of Stock

Customers will be notified by the contractor within 24 hours after the contractor receives the order, if an item is out of stock for non-emergency orders. The customer may cancel the order or will have the option of substituting an available product, in which case the contractor must provide an option to acquire comparable equipment to the customer within the same timeframes of the original order, at no additional cost.

L. Warranty

Equipment is covered by the manufacturer's consumer 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.

M. 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.

N. Service Activation Non-Emergency

1. Service Activation – New Customer – New Equipment

The contractor must ship equipment ready-for-activation within five (5) business days of receipt of the PSE's service request (delivery timeframe determined by the PSE). Activations that include number portability shall be completed at time of PSE request.

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

Existing subscribers will be shipped replacement equipment inactive, unless specified otherwise on the purchase document within five (5) business days, of contractor's receipt of the PSE's service request (delivery timeframe determined by the PSE). The service will be activated as requested by PSE.

O. Service Activation- Emergency

In the event of an emergency as defined in Public Contract Code Section 1102, in-hand equipment shall be activated with service within four (4) hours after request from an authorized PSE.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 9 1 1 or Other Emergency Calls

State entities are responsible for 9 1 1 accessibility. Mobile communications have limitations that state entities must consider. Some examples are as follows:

Cellular 9 1 1 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), 9 1 1 calls may be routed to a State patrol dispatcher instead of the local PSAP. Enhanced 9-1-1 (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 9 1 1 calls - service through Wi-Fi calling may not be available or may be limited compared to traditional 9 1 1 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 911 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 9 1 1 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 9 1 1 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 9 1 1 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 9 1 1 calls due to the limitations of the answering agency. A TTY capable wireless product should not be relied on for 9 1 1 calls.

This information is not all-inclusive and customers should research and understand their responsibilities for 9 1 1 services.

U. 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 customers 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.

V. 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.

W. 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.

X. Contract Management

For questions, contact the CDT, CALNET Program Customer Service line (916) 657-9150 or email 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.

Y. 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 or (916) 657-9150.

CALNET billing and invoicing inquiries please e-mail 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.

Z. 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: Cellco Partnership d/b/a Verizon Wireless

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

Contract Award Date: May 23, 2019

Contract End Date: June 30, 2025

Contract Extensions: One (1) two-year option

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

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, 2025

Contract Extensions: One (1) two-year option

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/>