

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Strategic Business Technology *me*

BOARD AGENDA # *B-12

Urgent

Routine

AGENDA DATE March 31, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Agreements with AT&T via the State of California Master Services Agreement CALNET 3 for Network and Telecommunication Services

STAFF RECOMMENDATIONS:

1. Approve the Authorization To Order (ATO) with AT&T via the State of California Master Services Agreement CALNET 3 for network and telecommunications services for a term ending June 30, 2018, with two optional one-year extensions at the same rates.
2. Authorize the County Purchasing Agent to sign the Authorization to Order Forms.

FISCAL IMPACT:

The County will experience cost savings as a result of approving the ATOs. The cost of several of the most widely used AT&T services by the County are less expensive under the CALNET 3 agreement, providing savings of 6.88% to 11.76%. Also, the County currently contracts with AT&T for their Managed Internet Service (MIS) for 90 mbps at a monthly rate of \$2,053.08. Under the CALNET 3 contract, the County can save 10.62% for MIS at 100 mbps paying \$1,834.96 monthly or increase the internet speed to 200 mbps for the same price the County is currently paying.
(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2015-131

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, De Martini, and Chairman Withrow

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Agreements with AT&T via the State of California Master Services Agreement
CALNET 3 for Network and Telecommunication Services

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FISCAL IMPACT: (CONTINUED)

Please note that not approving the ATOs will result in the County paying tariff rates that could be up to 488% higher than the negotiated costs of the CALNET 3 agreement.

DISCUSSION:

Stanislaus County has been purchasing voice, data, and long distance services through the State of California's CALNET 2 program for many years. In Fiscal Year 2013-2014, the County purchased over \$1.33 million in services from AT&T under the CALNET 2 program.

The State of California (State) recently completed an open, competitive bid process to replace the existing CALNET 2 contract with a new contract known as CALNET 3. There are two standard agreements:

- Standard Agreement C3-A-12-10-TS-01(see Attachment A) that provides for telecommunication services; and
- Standard Agreement C3-B-12-10-TS-01(see Attachment B) that provides for internet and network services.

The CALNET program has been used by State offices and numerous cities and counties through the State. Due to the large number of government entities utilizing CALNET, the State has obtained extremely competitive rates, which are much lower than Stanislaus County would be able to obtain if contracting separately.

AT&T is one of the State's service providers for voice, data, and long distance services under CALNET 3. The County's network, internet, and telecommunication infrastructures use technology that is owned and operated by AT&T. The CALNET 3 contract provides substantially better rates for network and internet services as compared to CALNET 2. In order to continue to receive negotiated discounts and to participate in the program, the County must complete the Authorization To Order (ATO) forms C3-A-12-10-TS-01 and C3-B-12-10-TS-01 for CALNET 3 (see Attachment C and D).

Although the CALNET program has hundreds of different services that might be purchased, the chart below provides a pricing comparison between CALNET 2 and CALNET 3 charges for several of the County's most widely used AT&T services:

Approval of Agreements with AT&T via the State of California Master Services Agreement
CALNET 3 for Network and Telecommunication Services

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AT&T Services	MONTHLY CHARGES		% Savings between CALNET 2 and CALNET 3
	CALNET 2	CALNET 3	
Local Long Distance (INTERLATA)	\$0.016/minute	\$ 0.0149/minute	6.88%
Interstate Long Distance	\$0.016/minute	\$ 0.0149/minute	6.88%
Local Calls	\$0.016/minute	\$ 0.0149/minute	6.88%
Primary Rate Interfaces (PRI-TMECS)	\$87.13/channel location	\$76.88/channel location	11.76%
PRI Package 1 (PRAS1)	\$133.35/PRI	\$123.00/PRI	7.76%
Point-to-Point T-1 Circuit T1- TMECS)	\$87.13/channel location	\$76.88/channel location	11.76%
Managed Internet Services (MIS)	\$2,053.08/90 mbps Access	\$1,834.96/100 mbps Access	10.62%

The County will experience cost savings as a result of approving the ATOs. The cost of several of the most widely used AT&T services by the County are less expensive under the CALNET 3 agreement (as shown above), providing savings of 6.88% to 11.76%. Also, the County currently contracts with AT&T for their Managed Internet Service (MIS) for 90 mbps at a monthly rate of \$2,053.08. Under the CALNET 3 contract, the County can save 10.62% for MIS at 100 mbps paying \$1,834.96 monthly or increase the internet speed to 200 mbps for the same price the County is currently paying.

Please note that not approving the ATOs will result in the County paying tariff rates that could be up to 488% higher than the negotiated costs of the CALNET 3 agreement:

AT&T Services	MONTHLY CHARGES		% INCREASE from CALNET 3 to Tariff Rates
	CALNET 3	Tariff	
Local Long Distance (INTERLATA)	\$ 0.0149/minute	\$ varies/minute but greater than CALNET 2 & CALNET 3	> 0%
Interstate Long Distance	\$ 0.0149/minute	\$ varies/minute but greater than CALNET 2 & CALNET 3	> 0%
Local Calls	\$ 0.0149/minute	\$ varies/minute but greater than CALNET 2 & CALNET 3	> 0%
Primary Rate Interfaces (PRI-TMECS)	\$76.88/channel location	\$175/channel location	227.63%
PRI Package 1 (PRAS1)	\$123.00/PRI	\$600.00/PRI	487.80%
Point-to-Point T-1 Circuit T1- TMECS)	\$76.88/channel location	\$175/channel location	227.63%
Managed Internet Services (MIS)	\$1,834.96/100 mbps Access	always negotiated	N/A

Approval of Agreements with AT&T via the State of California Master Services Agreement
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POLICY ISSUES:

Approval of this item supports the Board's priorities of Effective Partnerships and the Efficient Delivery of Public Services by contracting with local providers and securing the most competitive rates for services.

STAFFING IMPACT:

Existing staff from the General Services Agency and Strategic Business Technology will process the ATOs. There are no additional staffing requirements associated with this item.

CONTACT INFORMATION:

Marcia Cunningham, Director of Strategic Business Technology – (209) 525-4357

ATTACHMENTS:

- A: Standard Agreement C3-A-12-10-TS-01 for Stanislaus County
- B: Standard Agreement C3-B-12-10-TS-01 for Stanislaus County
- C: Standard Agreement C3-A-12-10-TS-01 signed by AT&T and the State of California
- D: Standard Agreement C3-B-12-10-TS-01 signed by AT&T and the State of California

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO) Page 1 of 5

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

AT&T and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), **C3-A-12-10-TS-01**, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of 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>
1.1 Dedicated Transport	November 15, 2013	June 30, 2018	2
1.2 MPLS, VPN and Converged VoIP	November 15, 2013	June 30, 2018	2
1.3 Standalone VoIP	November 15, 2013	June 30, 2018	2
1.4 Long Distance Calling	November 15, 2013	June 30, 2018	2
1.5 Toll-Free Calling	November 15, 2013	June 30, 2018	2
1.6 Legacy Telecommunications	November 15, 2013	June 30, 2017	3

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <http://marketing.dts.ca.gov/calnet3/>.

Stanislaus County ("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

E-Rate Customers

Only complete if applying for E-Rate funding:

Stanislaus County intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence on _____ ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

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

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

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

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

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

Non-State Entity:

Stanislaus County
 801 11th Street, 4th Floor
 Modesto, CA 95354
 Attn: Terri Sanders
 (209) 342-1729
 SANDERST@stancounty.com

Contractor:

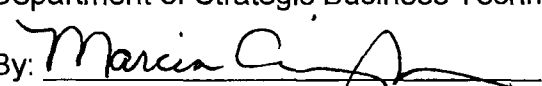
AT&T
 2700 Watt Avenue, Room 1213
 Sacramento, CA 95821
 Attn: Contract Program Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

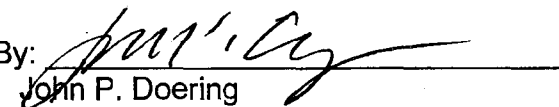
IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
By: Authorized Signature	By: Authorized Signature
Printed Name and Title of Person Signing Keith D. Boggs, Asst. Executive Officer, GSA Director/ Purchasing Agent	Printed Name and Title of Person Signing
Date Signed:	Date Signed:

Approved By:
 State of California
 Department of Technology
 Statewide Telecommunications and Network Division

APPROVED AS TO CONTENT:
 Department of Strategic Business Technology
 By: 
 Marcia Cunningham, Director

By: Authorized Signature
Printed Name and Title of Person Signing
Date Signed:

APPROVED AS TO FORM:
 County Counsel
 By: 
 John P. Doering
 County Counsel

Stanislaus County

Select services for

	<u>AT&T C3-A-12-10-TS-01</u>	
Selected Services	Dedicated Transport Subcategory 1.1	Customer Initials
<input checked="" type="checkbox"/>	Carrier DS0 Service	
<input checked="" type="checkbox"/>	Carrier DS1 Service	
<input checked="" type="checkbox"/>	Carrier DS3 Service	
<input checked="" type="checkbox"/>	ISDN Primary Rate Interface Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Service	
<input checked="" type="checkbox"/>	Services Related Hourly Support	
Selected Services	Multi-Protocol Label Switching (MPLS) Subcategory 1.2	Customer Initials
<input checked="" type="checkbox"/>	MPLS Port Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port & Access Bundled Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled On-Net Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Off-Net Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Ethernet On-Net Transport Speed Service	
<input checked="" type="checkbox"/>	MPLS Port, Access & Router Bundled Ethernet Off-Net Transport Speed Service	
<input checked="" type="checkbox"/>	Converged VoIP Service	
<input checked="" type="checkbox"/>	Converged Voice Mail Service	
<input checked="" type="checkbox"/>	Audio Conferencing Service	
<input checked="" type="checkbox"/>	Session Initiated Protocol (SIP) Trunking Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services Related Hourly Support	
Selected Services	Standalone Voice over Internet Protocol (VoIP) Subcategory 1.3	Customer Initials
<input checked="" type="checkbox"/>	Standalone VoIP Service	
<input checked="" type="checkbox"/>	VoIP Voice Mail Service	
<input checked="" type="checkbox"/>	Audio Conferencing Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services Related Hourly Support	

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

Selected Services	Long Distance Calling Subcategory 1.4	Customer Initials
<input checked="" type="checkbox"/>	Long Distance Network Access Transport Service	
<input checked="" type="checkbox"/>	Long Distance Domestic Calling Service	
<input checked="" type="checkbox"/>	Long Distance International Calling Service	
<input checked="" type="checkbox"/>	Calling Cards	
<input checked="" type="checkbox"/>	Operator Services	
<input checked="" type="checkbox"/>	Audio Conferencing Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services Related Hourly Support	
Selected Services	Toll Free Calling Subcategory 1.5	Customer Initials
<input checked="" type="checkbox"/>	Toll Free Network Access Transport Service	
<input checked="" type="checkbox"/>	Toll Free Domestic Service	
<input checked="" type="checkbox"/>	International Toll Free Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services Related Hourly Support	
Selected Services	Legacy Telecommunications Subcategory 1.6	Customer Initials
<input checked="" type="checkbox"/>	Business Access Line Service	
<input checked="" type="checkbox"/>	Central Office Exchange Service	
<input checked="" type="checkbox"/>	Central Office Trunk Service	
<input checked="" type="checkbox"/>	Intra-LATA Calling	
<input checked="" type="checkbox"/>	Locally Based Automatic Call Distributor (ACD)	
<input checked="" type="checkbox"/>	Voice Mail Services	
<input checked="" type="checkbox"/>	Analog Service	
<input checked="" type="checkbox"/>	ISDN Basic Rate Interface (BRI) Service	
<input checked="" type="checkbox"/>	Frame Relay Service	
<input checked="" type="checkbox"/>	Asynchronous Transfer Mode (ATM) Service	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Station Wiring	
<input checked="" type="checkbox"/>	Services Related Hourly Support	

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO) Page 1 of 5

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

AT&T and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract B (SWC-B), **C3-B-12-10-TS-01**, for the following Category/Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

<u>Category/Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year Optional Extensions</u>
2 Network Based Web Conferencing	March 26, 2014	June 30, 2018	2
3 Metropolitan Area Network (MAN) Ethernet	March 26, 2014	June 30, 2018	2
4.2 SONET – Point-to-Point Connectivity	March 26, 2014	June 30, 2018	2
5 Managed Internet Services	March 26, 2014	June 30, 2018	2
6.1 Hosted IVR/ACD Services	March 26, 2014	June 30, 2018	2
7 Network Based Managed Security	March 26, 2014	June 30, 2018	2

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 SANDERST@stancounty.com

Contractor:

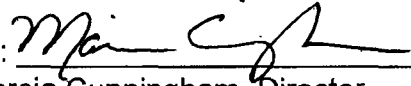
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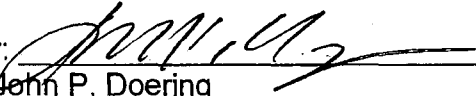
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NON-STATE ENTITY	CONTRACTOR
By: Authorized Signature	By: Authorized Signature
Printed Name and Title of Person Signing Keith D. Boggs, Asst. Executive Officer, GSA Director/ Purchasing Agent	Printed Name and Title of Person Signing
Date Signed:	Date Signed:

Approved By:
 State of California
 Department of Technology
 Statewide Telecommunications and Network Division

APPROVED AS TO CONTENT:
 Department of Strategic Business Technology
 By: 
 Marcia Cunningham, Director

By: Authorized Signature
Printed Name and Title of Person Signing
Date Signed:

APPROVED AS TO FORM:
 County Counsel
 By: 
 John P. Doering
 County Counsel

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

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County of Stanislaus

Select services for

<u>AT&T C3-B-12-10-TS-01</u>		
Selected Services	Network Based Web Conferencing Category 2	Customer Initials
<input checked="" type="checkbox"/>	Web Conferencing	
Selected Services	Metropolitan Area Network (MAN) Ethernet Category 3	Customer Initials
<input checked="" type="checkbox"/>	Metropolitan Area Ethernet (MAE) Services	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services Related Hourly Support	
Selected Services	SONET – Point-to-Point Connectivity Subcategory 4.2	Customer Initials
<input checked="" type="checkbox"/>	SONET Point-to-Point Services (SPPS)	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services Related Hourly Support	
Selected Services	Managed Internet Services Category 5	Customer Initials
<input checked="" type="checkbox"/>	Internet Flat Rate (InFRa) Service	
<input checked="" type="checkbox"/>	Internet Flat Rate with Managed Router (InFRaM) Service	
<input checked="" type="checkbox"/>	Internet Sustained Bandwidth Ethernet Transport (InSBET) Service	
<input checked="" type="checkbox"/>	Internet Sustained Bandwidth Ethernet Port (InSBEP) Service <i>InSBET 100-Base-TX 2 Mbps through 1000-Base-SX/LX 1000 Mbps Ethernet Transport (NOT to be provisioned with InSBET 10G-Base-LSR 10,000 Mbps Ethernet Transport)</i>	
<input checked="" type="checkbox"/>	Internet Sustained Bandwidth Ethernet Port (InSBEP) Service <i>InSBET 10G-Base-LSR 10,000 Mbps (to be provisioned with InSBET 10G-Base-LSR 10,000 Mbps Ethernet Transport)</i>	
<input checked="" type="checkbox"/>	Internet Sustained Bandwidth Ethernet Port with Managed Router (InSBEPM) Service <i>InSBET 100-Base-TX 2 Mbps through 1000 Mbps Ethernet Transport (NOT to be provisioned with InSBET 10G Ethernet Transport)</i>	
<input checked="" type="checkbox"/>	Internet Sustained Bandwidth Ethernet Port with Managed Router (InSBEPM) Service <i>(to be provisioned with InSBET 10G Ethernet Transport)</i>	
<input checked="" type="checkbox"/>	Extended Demarcation Wiring Services	
<input checked="" type="checkbox"/>	Services Related Hourly Support	
Selected Services	Hosted IVR/ACD Services Subcategory 6.1	Customer Initials
<input checked="" type="checkbox"/>	Network Based Contact Center (NBCC) General Features	
<input checked="" type="checkbox"/>	Network Based Automatic Call Distributor (NBACD) Basic Agent Package	
<input checked="" type="checkbox"/>	Network Based Automatic Call Distributor (NBACD) Supervisor's Package	
<input checked="" type="checkbox"/>	NBACD System Administrator Software Package	
<input checked="" type="checkbox"/>	Network Based Interactive Voice Response (NBIVR) Services	

ATTACHMENT 4 – AUTHORIZATION TO ORDER (ATO)

County of Stanislaus

Select services for

	Network Based Managed Security Category 7	Customer Initials
<input checked="" type="checkbox"/>	Distributed Denial of Services (DDoS) Detection and Mitigation	
<input checked="" type="checkbox"/>	Email Monitoring and Scanning Service	
<input checked="" type="checkbox"/>	Web Security and Filtering Service	
<input checked="" type="checkbox"/>	Security Information and Event Management (SIEM)	

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 2/12)

Attachment C

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1,867 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
IFB STPD 12-001-A, C3-A-12-10-TS-01	1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
 California Department of Technology
 CONTRACTOR'S NAME
 AT&T Corporation
- The term of this Agreement is 11/15/2013 through 6/30/2018
- The maximum amount of this agreement after this amendment is: \$0.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - Deletes subcategories from Term of Agreement (#2 above)
 - Changes State signature on original STD 213 dated (November 15, 2013)
 From: Gregg Fukuhara - Statewide Technology Procurement Division (STPD)
 To: Barbara Garrett - Statewide Telecommunications and Network Division (STND)
 - Adds:
 - Appendix A, Glossary, Addendum 7 (070913)
 - Appendix B, Data Dictionary, Addendum 9 (082213)
 - Appendix C, Special Terms and Conditions, Addendum 7 (070913)
 - IFB STPD 12-001-A, Part 1 - General Instructions, Addendum 10 (102113)
 - Contractor's PMAC 12-10-TS-01, (STD. 213)
 - IFB STPD 12-001-A, Statement of Work, Business Requirements, Addendum 10 (102113)
 - Attachment 1: Revisions to Category 1.1, Volume 2, Response to Unique Subcategory Requirements
 - Attachment 2: Revisions to Category 1.1, Volume 3, Cost Information, SOW Catalog A
 - Attachment 3: Revisions to Category 1.2, Volume 2, Response to Unique Subcategory Requirements
 - Attachment 4: Revisions to Category 1.2, Volume 3, Cost Information, SOW Catalog A
 - Attachment 5: Revisions to Category 1.3, Volume 2, Response to Unique Subcategory Requirements
 - Attachment 6: Revisions to Category 1.3, Volume 3, Cost Information, SOW Catalog A
 - Attachment 7: Revisions to Category 1.4, Volume 2, Response to Unique Subcategory Requirements
 - Attachment 8: Revisions to Category 1.4, Volume 3, Cost Information, SOW Catalog A
 - Attachment 9: Revisions to Category 1.5, Volume 2, Response to Unique Subcategory Requirements
 - Attachment 10: Revisions to Category 1.5, Volume 3, Cost Information, SOW Catalog A
 - Attachment 11: Revisions to Category 1.6, Volume 2, Response to Unique Subcategory Requirements
 - Attachment 12: Revisions to Category 1.6, Volume 3, Cost Information, SOW Catalog A

(All other terms and conditions of the original agreement shall remain the same.)

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

CONTRACTOR		CALIFORNIA DEPARTMENT OF TECHNOLOGY Use Only <i>Approved</i> <i>Mark Paul</i> <i>10/2/14</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
AT&T Corporation	DATE SIGNED (Do not type)	
BY (Authorized Signature) <i>[Signature]</i>	<u>9-19-2014</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:
Keith Nagel, CALNET Program Manager		
ADDRESS		
2700 Watt Avenue, Rm. 1213A, Sacramento, 95821		
STATE OF CALIFORNIA		
AGENCY NAME		<input type="checkbox"/> Exempt per:
California Department of Technology		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)	
<u>9/24/14</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:
Barbara Garrett, Deputy Director, Office of Technology Services - STND		
ADDRESS		
P.O. Box 1810, MS Y-13, Rancho Cordova, CA 95741-1810		

Attachment D

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

PURCHASING AUTHORITY NUMBER	REGISTRATION NUMBER 1340129
	AGREEMENT NUMBER C3-B-12-10-TS-01


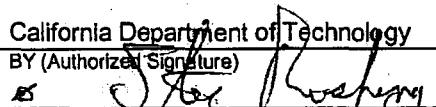
- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
 California Department of Technology
 CONTRACTOR'S NAME
 AT&T Corp
- The term of this Agreement is: March 26, 2014 or Upon STPD Approval, whichever is later through June 30, 2018
- The maximum amount \$ 0.00 if this Agreement is:
- 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:

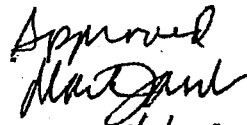
- Attachment 1 – Awarded Categories/Subcategories (1 page)
- Contractor's PMAC 12-10-TS-01 Amendment 1 STD 213A Standard Agreement (1 page)
- General Provisions – Telecommunications, 09/24/2012 (47 pages)
- (*) IFB STPD 12-001-B through Addendum 8, for Categories/Subcategories 2, 3, 4.2, 5, 6.1, and 7 (905 pages)
- (*) Contractor's Final Bid Response to IFB STPD 12-001-B for Categories/Subcategories 2, 3, 4.2, 5, 6.1, and 7 (2,828 pages)
- (*) Contractor's Best and Final Offer Response to IFB STPD 12-001-B for Categories/Subcategories 2, 3, 4.2, 5, 6.1, and 7 (3,031 pages)
- (*) Contractor's Best and Final Offer Resubmission Response to IFB STPD 12-001-B for Categories/Subcategories 2, 3, 4.2, 5, 6.1, and 7 (2,753 pages)
- Appendix A, Glossary, Addendum 2, 09/26/2013 (5 pages)
- Appendix B, Data Dictionary, Addendum 4, 11/26/2013 (14 pages)
- Appendix C, Special Terms and Conditions, Addendum 4, 11/26/2013 (13 pages)
- IFB STPD 12-001-B General Instructions, Addendum 7, 01/31/2014 (94 pages)
- Attachment 2– List of Contractor's Response Documents Attached to this Agreement (2 pages)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

Items 8-12 are physically attached to this Agreement and also included in the items incorporated by reference.

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

CONTRACTOR		Statewide Technology Procurement Division (STPD) Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) AT&T		
BY (Authorized Signature) 	DATE SIGNED 3-27-2014	
PRINTED NAME AND TITLE OF PERSON SIGNING Mark Roese, Executive Director, Government/Education West		
ADDRESS 2700 Watt Ave., Room 4022, Sacramento, CA 95821		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Technology		
BY (Authorized Signature) 	DATE SIGNED 3/28/14	
PRINTED NAME AND TITLE OF PERSON SIGNING Steve Rushing, Deputy Director, Office of Technology Services - STND		
ADDRESS P.O. Box 1810, MS Y-13, Rancho Cordova, CA 95741-1810		

Approved

 4/1/14