



STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES - PROCUREMENT DIVISION

CONTRACT NOTIFICATION

***** MANDATORY *****

CONTRACT NUMBER: 1S-05-58-01 and 1S-05-58-02

DESCRIPTION: CALIFORNIA WIRELESS CONTRACT

CONTRACTOR: SPRINT NEXTEL AND VERIZON WIRELESS

EFFECTIVE DATES: 10/ 3/2005 THROUGH 10/ 2/2008

SUPERSEDES CONTRACT NO.: NONE

AREA: STATEWIDE

DISTRIBUTION: STATE AND LOCAL AGENCIES

* TAX: Add appropriate sales and use tax.
Exempt from Federal Excise Tax.

*Food contracts are tax exempt.

Rita Hamilton 4-11-2007

RITA HAMILTON, Deputy Director

Use of this agreement by all agencies is mandatory with monetary exceptions stated herein or contained in State Administrative Manual.

To obtain assistance or report non-compliance by supplier, or for any suggestions or recommendations write:

Department of General Services, Procurement Division, P.O. Box 989054, W. Sacramento, CA 95798-9054,
or call: Contract Administrator, **BONNIE BAHNSEN** 916-375-4352

CONTRACT (MANDATORY)**CONTRACT MANAGEMENT**

Use of this contract is MANDATORY for all State departments. To obtain contract information, ordering assistance, suggestions or report contractor non-compliance:

CONTACT:

State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor North
P.O. Box 989054
West Sacramento, CA 95798-9054

Contract Manager: Bonnie Bahnsen
916-375-4352
Email: bonnie.bahnsen@dgs.ca.gov

CONTRACTORS:**Voice Services with or without Data Services**

Primary Contractor: Verizon Wireless
Contract Number: 1S-05-58-02
Contact: Chris Rock
916-599-3003
Address: Building D- AOC, State of California
15505 Sand Canyon Ave.
Irvine, CA 92618
Phone Number: 888-581-1077 (ask for State of CA Account Liaison)
FAX Number: 949-286-8529
E-mail Address: wfmcassi@hq.verizonwireless.com
Contract Website: <http://www.verizonwireless.com/cwc>
Secondary Contractor: Sprint Nextel (See Primary Contractor to Secondary Contractor below)

Walkie-Talkie Services with or without Voice and/or Data Service

Primary Contractor: Sprint Nextel Corporation
Contract Number: 1S-05-58-01
Contact: Shane Harper
Address: 2180 Harvard St., Suite 100
Sacramento, CA 95815
Phone Number: 916-870-9626
FAX Number: 916-568-4500
E-mail Address: shane.harper@sprint.com
Contract Website: <http://www.sprint.com/ca>
Secondary Contractor: Verizon Wireless (See Primary Contractor to Secondary Contractor below)

Data Devices with service can be purchased from either Contractor.

WIRELESS USER INSTRUCTIONS – CONTRACT (MANDATORY)

1. **SCOPE:**

This Statewide contract is designed to provide State departments with cellular service and equipment for wireless voice, voice with walkie talkie and data services. This contract has a two-year term and contains an option for three one-year extensions.

This contract is available for use by all State of California department and local agencies. A local agency is a city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds (Public Contract Code 10298).

The equipment and services offered under this contract are not intended for use as a primary means of communication during emergency/disaster situations. All emergency services and equipment requirements for emergency/disaster situations must be processed through Department of General Services Telecommunications Division.

2. **CONTRACT USAGE/RULES**

- A. Use of this contract is mandatory for all State departments. All service plan contracts cannot be written for more than one year. Thereafter, the contracts will automatically become month-to-month. All purchases of service and equipment against this contract shall be exempt from the requirements of Management Memo 03-10.
- B. Prior to placing orders against this contract, State departments must have been granted purchasing authority by DGS/PD for the use of the State's statewide contracts. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> (see Chapters 1 and 13) or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- C. Ordering State departments 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, Management Memos, State Contracting Manual and Purchasing Authority Manual. Please refer to the following link for the Terms and Conditions of the contract.

[http://www.documents.dgs.ca.gov/pd/modellang/ITGP%2010-03-05%20\(Final\).pdf](http://www.documents.dgs.ca.gov/pd/modellang/ITGP%2010-03-05%20(Final).pdf)
- D. Purchases for service and equipment outside the contract must have an approved exemption pursuant to Management Memo 05-11.

Departments seeking an exemption must justify their requests. Departments must first conduct a thorough analysis of whether goods and services available through the CSSI contract can meet their needs. If the requested equipment/services cannot be provided by either contractor, then written confirmation must be received. Once the confirmation has been received then the informal exemption process can be used. The Justification for Purchasing Outside the CSSI State Contract form must be completed and signed by the Departmental CIO and the Procurement and Contracting Officer. The complete package (including the confirmation letters) must be sent to the DGS-PD Contract Manager for approval. If written confirmation from both contractors has not been provided the formal

exemption process must be followed. All documentation must be in the purchase file and a copy must be sent to the Contract Manager.

Please refer to the link below for the justification form and additional information on the exemption process.

<http://www.documents.dgs.ca.gov/pd/poliproc/ITHardwarePCGoodsExemptionContractProcessandJustificationv2.2.doc>

- E. Local governmental agency use of this contract is optional. While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations. **The above requirements and restrictions are not applicable to local government entities.**

3. CONTRACTOR'S HOME PAGE/PRICING:

The contractor will provide secure online access for Agency Telecommunications Representative's (ATR's) to manage accounts and get information.

Contractor will maintain, support and keep current a California specific contract home page with a Universal Resource Locator for the Internet Page. The Contractor's home page will contain the current pricing for equipment and services, including common offered plans, discount pricing, basic equipment offered along with the list of additional equipment and coverage maps. There will be updated coverage maps on the first day of every quarter. Promotional offers will also be included. Please refer to the following links:

Verizon Wireless: <http://www.verizonwireless.com/cwc>

Sprint Nextel Corp: <http://www.sprint.com/ca>

4. CUSTOMER SERVICE:

Customer service will be available during normal business hours Monday – Friday 8:00A.M. – 5:00 P.M. (PST/PDT). Customer service will respond to any customer service requests within four (4) hours of notice. Further, the Contractor will provide general customer support accessible 24 hours a day, 7 days a week. To reach Verizon Wireless end user support you can dial *611 from your Cellular Phone OR (800) 207-2049 or (800) 922-0204.

5. RATE PLAN SELECTION:

One of the goals of the contract is to ensure that each subscriber is utilizing the most appropriate plan. This includes identifying subscribers that may be consistently incurring overage charges, and therefore should move to a plan with more minutes, or subscribers consistently under-utilizing a plan, and therefore should move to a plan with less minutes.

In order to simplify the transition process, maximize savings and ensure a user is on the right plan based on Minutes of Use (MOU) the following plans are offered:

- A. Local and National Share Plans: Share plans allow for a group of department users to share a pool of minutes. This plan will ensure that the department will not incur overage charges and achieve maximum savings. The DGS-PD has done extensive analysis to identify the plans that will both maximize the savings achieved and minimize costs such as overage, roaming, etc. Since the majority of the users are primarily in California making in-State calls, these are the plans that the majority of users will be assigned to: For the Voice and Data category (Verizon Wireless), users will be placed on a 200 minute local share plan. For the Walkie-Talkie, Voice and Data category (Sprint Nextel Corporation), users will be placed on a

300 minute local share plan. In some instances, the contractor may already have sufficient data on a subscriber and may recommend a shared plan that is more beneficial to the user. For example, a group of users from a particular agency routinely makes national calls, so a national share plan will be more appropriate for that group.

- B. Local and National Individual Plans: On an as needed basis, users can be placed on individual plans. If a user cannot be placed on a pooled plan with other similar users, then an individual plan can be selected appropriate to the user's MOU and type of calls. For example, a user that is routinely traveling out of state, or needs international service, other than Canada or Mexico. Use of the individual plans should be limited to an exception basis.
- F. Consumption Plan: Seasonal and periodic users who consume zero minutes of use during a specified period will be placed on the Consumption Plan. All unused phones will be evaluated on a case by case basis since in some instances it is appropriate to have a phone with zero usage (i.e. alarm, and back-up phone system, etc.).
- G. Optimization: After the initial plan assignment, both contractors will routinely identify those users that are not on the most optimized plan and work with the DGS Contract Manager to place the user on the most optimized plan.

With the selection of any rate plan, the contractor is required to offer at least one basic handset, battery charger and hands free headset at no charge.

Other plans are available on an as needed basis.

6. **PRIMARY CONTRACTOR TO SECONDARY CONTRACTOR:**

The primary Contractor must provide adequate coverage and required functionality in primary areas of use. Both contractors offer demo equipment that can be tested for service, capability and coverage. Once equipment has been received and tested and does not meet the requirements mentioned above, the ATR may utilize the secondary contractor. If the secondary contractor is unable to meet the requirements, the exemption process in 2.D. above must be followed. File documentation must include justification and approvals as appropriate.

ATR's must notify the DGS Contract Manager of all transfers.

7. **TRANSITION:**

All subscribers are targeted for transition to the new wireless contract by the end of the calendar year. Contractor will provide support to department Agency Telecommunications Representatives (ATR's) in order to facilitate moving subscribers onto Contractor's network and work with ATR's to determine suitable subscriber service plan and/or equipment changes as necessary. Transition of subscribers should occur with minimal disruption.

The transition forms required to transition the current lines of service to the new contract for either Verizon Wireless or Sprint Nextel can be found on the website beneath the User Instructions.

Note: When transitioning from a contractor other than Verizon Wireless or Sprint Nextel Corporation, departments are responsible for requesting a remittance for any open rebate/credit due to the department.

8. **LOCAL NUMBER PORTABILITY:**

Based on Federal law users may port existing telephone numbers to the new contract provider.

After the transition process, the number portability will be handled by the ATR as a regular order. Departments will determine which numbers are to be ported. There is no charge to port numbers from one service provider to another. The ATR must keep in mind the following requirements before porting numbers to the new carrier:

- A. All numbers must be active. Lines suspended or cancelled can not be ported.
- B. A copy of the current airtime invoice must be attached to the STD. 20 or STD. 65. The new contractor needs exact billing information to provide to the port center.
- C. Lines must be activated upon receipt. Delaying the activation process could result in the loss of the number. At that point the number will revert back to the original contractor.

The number portability forms required to transition the current number from other carriers to either Verizon Wireless or Sprint Nextel can be found on the website beneath the User Instructions.

9. **ORDERING PROCEDURES :**

All orders must be initiated by the departmental Agency Telecommunications Representative (ATR). Departments are required to designate personnel, defined as ATR's, for authorizing the purchase of wireless services and equipment. A designated ATR must be established through the Department of Technology Services. Instructions are provided in the following link:
www.cold.ca.gov/atrs/atr_lookup.asp

Contractor has been instructed not to accept orders unless authorized by an ATR and assumes liability for costs incurred if procurement procedures are not followed.

A. Order of new service and equipment.

Departments are required to submit a Std. 65 for all equipment purchases, including the free basic handset. The Std. 65 unit price must include the **list price** of the phone (including the free basic handset) or data device. The sales tax will be calculated on the list price total and the location of the ship to address. Based on The State of California Board of Equalization Sales and Use Tax Regulations, Regulation 1585, the wireless industry is required to charge the State of California sales tax on the full retail price of the device. The ATR should work with the contractor to determine the best way to include the sales tax. A Std. 20 must be completed for the services and maintained in the purchasing file. The contractor is not required to receive the Std. 20.

Verizon Wireless: ATR's must establish procedures for purchasing with Verizon Wireless via an implementation call where the Agency Billing Code, billing information and other contacts within the department will be gathered and recorded. All roles, responsibilities, and procedures are reviewed in great detail during the implementation call. Please contact Chris Rock with Verizon Wireless at 916-599-3003 or chris.rock@verizonwireless.com to start the process.

ATR's, on behalf of their department, are assigned a local Account Manager for general sales support and to provide quotes on equipment and service. The Department is also assigned an Account Liaison who is responsible for supporting the ATR once the equipment is placed into service.

The specific instructions are communicated to Verizon Wireless with the use of a Corporate Order Form. Corporate Order Forms are customized for each agency/department with specific information obtained during the implementation call. This form is necessary to streamline the process and to ensure services requested are provided in compliance with contract requirements.

A completed Std. 65 with a description of the wireless equipment being requested and other specific instructions and a Corporate Order Form should be faxed to Verizon Wireless at 949-286-8529 for processing.

Sprint Nextel: ATR's can place orders by using one of the following methods:

- Assigned Government Account Executive
- Contacting State Client Manager Shane Harper @916-870-9626 or shane.harper@sprint.com

The preferred method is using assigned Government Account Executive (GAE)

- GAE will provide cost quote and assist with the Std. 65 preparation.
- Once the Std. 65 is submitted to GAE, order will be placed. Orders will be shipped via UPS at no cost and will be received within 48 hours.
- GAE will provide order confirmation and assist with rollout.
- If any ATR does not have an assigned GAE, please contact Shane Harper at shane.harper@sprint.com or Tracey Strong at tracey.strong@sprint.com for assistance.

B. New service for existing equipment:

The contractor must be notified in order to activate service on existing equipment under the new contract. A STD. 20 must be completed for the services and maintained in the purchasing file. The contractor is not required to receive the Std. 20.

C. Equipment only:

This contract includes the ability to purchase reserve stock (non-activated handsets). For the purchase of reserve stock, equipment upgrades and accessories, ATR's must submit a STD. 65.

Local agency procedure is the same as above, except local agencies will issue their own standard purchase order form directly to the contractor. Local agencies must note their State of California billing code on their purchase order. If a local agency cannot identify or requires a bill code, please contact Wilson Lee at Wilson.lee@dgs.ca.gov or Marilyn Ebert marilyn.ebert@dgs.ca.gov to determine if you meet the eligibility requirements.

10. ORDER ACKNOWLEDGEMENT:

An Order Acknowledgement will be sent by the Contractor to department ATR's within one business day after receipt of an order. The acknowledgement will contain:

- A. Equipment and/or service plan purchased
- B. Contract order number
- C. Agency order number (purchase order number)
- D. Subscriber name
- E. Bill to address
- F. Ship to address
- G. Ordering department
- H. Account information

11. OUT OF STOCK

Department ATR's will be notified by Contractor within one business day of out of stock item(s). ATR's have the option to substitute another available product, or cancel the item ordered by submitting an amended purchase order to the Contractor.

12. SHIPMENT CONFIRMATION:

Contractor will provide a confirmation to the ATR on the day the order is shipped. Shipment confirmation will include:

- A. Phone number for new lines
- B. Electronic serial number
- C. Date shipped
- D. Tracking number
- E. Account number
- F. Subscriber name

13. DELIVERY/ACCEPTANCE:

Delivery time of in-stock products is within five (5) business days after order acknowledgement. Freight charges for delivery are prepaid by the Contractor.

Contractor shall provide each subscriber a 30 day acceptance period from time of delivery to test coverage, commencing at equipment receipt.

14. PACKING SLIP INFORMATION:

All shipped orders shall include a packing slip with the following information:

- A. ATR's name, section or unit and location
- B. Designated contact/name of ordering person if different than ATR
- C. Billing address
- D. Ship-to address
- E. Contractor Order number
- F. Department's order number (purchase order number)
- G. Description of items
- H. Additional information required by the State

15. WARRANTY:

Equipment (handsets) is covered by the manufacturer's consumer warranty for a one-year period. Service warranty will be provided by the manufacturer through an authorized warranty service location. ATR's will work directly with the contractor.

16. DAMAGED AND DEFECTIVE ITEMS:

Contractor will provide credit and/or replacement for freight-damaged or defective items within 48 hours after notification by the ATR at no charge. This also includes incorrect products shipped or an order entry error by the Contractor's customer service representative. The contractor cannot require the ATR to deal directly with the manufacturer. Additionally, Contractor shall provide the ATR with a prepaid and self addressed container suitable for the return of the item. Any restocking fees for all other reasons shall not exceed the lower of 10% of the value of the returned items, or the dollar amount as bid in the pricing sheet.

17. ACTIVATIONS/TERMINATIONS/SUSPENSION OF SERVICE:

Contractor must activate, terminate or suspend service on existing equipment and complete requested plan changes within 24 hours of notification by the ordering ATR. A STD. 20 must be submitted to the Contractor with no termination fee. Contractor must provide the appropriate ATR with an account change or termination acknowledgement within 24 hours of a change or termination request.

When service is suspended, the line must not incur any charges, and the wireless number must not change before, during, or after suspension. The maximum period of suspension will be 6 months. There will be no change fees or any service plan contract term extension when a State subscriber changes service plans. In addition, there will be no limits placed on the number of

changes that can be made. The effective date for a plan change will be at the start or end of a billing cycle, and have no effect on billing cycle dates, unless specified otherwise by the ATR.

18. DEPARTMENT REPORTS:

The contractor will provide all reports in an electronic format available by email, CD, ftp, etc., and compatible with Microsoft Excel '97 and Access '97. Hardcopies are available upon request at no extra charge. Listed below are the management reports available to ATR's:

Individual Subscriber Usage Reports (monthly)
Wireless Services Optimization Reports (quarterly or upon request)
Data Service Usage Report (upon request)
Overall Equipment Sales Report (upon request)
Voice and Combined Voice/Walkie-Talkie Service Usage Report (upon request)
Environmentally Preferable Products (EPP) and Specifications Report (upon request)
Custom Reports (upon request)

The Optimization Report will be reviewed by the contractor and the DGS Contract Manager to assure the appropriate rate plan has been selected for subscribers. In addition, all reports are available upon request to the Contract Manager.

19. EQUIPMENT RECALL:

State departments and local agencies will be notified if a purchase item is affected by a product recall. The contractor will provide instructions on how to return or replace the equipment.

20. EQUIPMENT RESERVE STOCK:

Departments may order reserve stock equipment. The reserve stock shall not be part of a service plan or charged for any monthly service fees prior to activation.

21. ESCALATION PROCESS:

ATR's will work directly with the contractor on all escalation issues as stated below. The Contract Manager must be informed of all escalation issues.

Verizon Wireless: ATR should contact their Wireless Account Liaison for resolving problems pertaining to billing/invoicing, technical support, and network issues.

Sprint Nextel Corporation: ATR should contact the Account Executive for resolving sales/ordering and operational issues. If the problem cannot be resolved at this point then the ATR shall contact the State Client Manager Shane Harper at 916-870-9626 or shane.harper@sprint.com

22. FRAUD MONITORING & PREVENTION:

The contractor will monitor and immediately report unusual call volumes and patterns to the ATR. The contractor will contact a department when there appears to be cost doubling from a previous month or if usage goes to zero without ATR notification to the contractor. The contractor will immediately deactivate the phone if fraud activity is observed.

23. ADMINISTRATIVE FEE/BILLING:

The administrative fee for the use of this contract will be paid to the Department of General Services directly from the contractor. (You may click on "DGS Price Book" at www.dgs.ca.gov/publications for current fees.) State departments will be billed a 10.5% fee for the savings portion realized with this strategically sourced contract. The calculation for this fee

will be 10.5% of the difference between the baseline and the purchase order total (less any fees, delivery charges and taxes). The Department of General Services will invoice separately for this fee. These fees are not included in the purchase order, are not invoiced by the contractor, and are not to be remitted by the department or local agency before invoices are received. A copy of all State and local agency purchase orders must be sent to:

DGS – Procurement Division
Second Floor, Attention: Data Entry
P.O. Box 989052
West Sacramento, CA 95798-9052

It is very important for departments and local agencies to promptly forward copies of any purchase order amendments to the above address to allow for adjustments for the administrative and/or savings fees.

24. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (SB/DVBE):

At this time, Department of General Services is not aware of any SB/DVBE participation for this contract.

25. PAYMENT:

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than 45 days after the date of acceptance of goods or performance of services or receipt of an undisputed invoice, whichever is later.

26. FUND APPROPRIATION:

The State's obligation to pay is solely from funds appropriated for the acquisition of the products and services on this contract. If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds are not appropriated for future fiscal years, the contract dollar amount will be reduced accordingly. Receipt of a purchasing authority purchase order under the contract is proof of availability of funds for that order.

27. INVOICING:

Departments can work directly with the contractor to determine additional needs as required. Listed below are the invoicing options/formats available:

- Invoices are available in electronic format compatible with Excel 97 and hard copies, paper based.
- Master/Parent invoices must be received by the DGS Contract Administrator and ATR's monthly and must use the Contractor's letterhead.
- Individual invoicing must be received monthly and must use the Contractor's letterhead.
- CAL-Card invoices will be processed separately. The CAL-Card invoice must itemize charges, and show a balance of zero dollars (\$0.00), to reflect payment by credit card.

Invoicing disputes will be acknowledged by the contractor within four hours of notice, and a plan for resolution will be submitted to the ATR and/or DGS Contract Manager within 24 hours. Services will not be interrupted during the dispute process.

28. CREDIT:

Verizon Wireless offers a three percent credit which will be offset by the current DGS Administrative Fee. Credit checks for the difference between the three percent credit and the current administrative fee will be made payable directly to State departments by bill code and mailed by the 15th day of the month following quarter-end or a credit will be issued to each department by bill code to the next invoice following quarter end.

A \$50 subscription credit will be issued by the Contractor's customer service representative for new voice line activations and will appear on the ATR's monthly invoice as a separate line item for all new subscribers.

29. CELL PHONE RECYCLING:

All disposal or recycling of state-owned property must obtain approval from the State and Federal Property Reuse Program Office, Procurement Division, Department of General Services via the Std. 152, Disposition Code 6. The form can be filled out, submitted and approved on-line at the following website www.pd.dgs.ca.gov/surplus. For additional information regarding the process, please refer to the State Administrative Manual Section 3520. When approved, cell phones will be processed through the contractors' cell phone reuse/recycling program as stated below:

Sprint Nextel Corporation offers a Buyback Service exclusively for customers of Sprint Nextel Corporation with a valid account number. Phones from ANY CARRIER are accepted, but not all receive financial credit. Refer to the following link for more information about this service: www.sprintbuyback.com Choose the option to receive credit on the account balance, rather than a donation certificate. Some returned equipment may not be eligible for a credit so the choice will be limited to a donation certificate.

Verizon Wireless offers a Wireless HopeLine program. Through this phone recycling program, donated phones from ANY CARRIER are recycled or refurbished and sold, and the proceeds are used to award cash grants, phone and airtime to non-profit organizations to aid survivors of domestic violence. The state does not receive financial credit through this program. Please refer to the following link for more information on this program.

www.verizonwireless.com/b2/aboutUs/communityservice/hopeLine.jsp

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