

**STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICE
PARTICIPATING ADDENDUM NUMBER
CONTRACT NO. 7-23-70-55-01
CDW**

APPROVED:
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 5/6/2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: _____
Verified by Finance Officer

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-55-01
AMENDMENT 2

Computer Equipment, Peripherals & Related Services
Minnesota NASPO ValuePoint Master Agreement Number 23026
Dell Marketing L.P. (Contractor)

The parties mutually agree to amend Participating Addendum 7-23-70-55-01 as follows:

- 1) Agreement is extended from June 30, 2025, to June 30, 2026. **Section 2. TERM, subparagraph A** is revised to read as follows:

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end June 30, 2026, or upon termination by the State, whichever occurs first.

- 2) **Section 22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted and replaced with the following:

22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

DEFINITIONS:

For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of the IT General Provisions (rev. 06/21/2022).

Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).

**Participating Addendum 7-23-70-55-01
Amendment 2**

Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivative works of a Prompt or collection of Prompts.

GENAI DISCLOSURE OBLIGATIONS:

Disclosure Obligations:

- a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- b) Such notification shall be provided to the State designee identified in this Contract.
- c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23 (Termination for Default) of the IT General Provisions (rev. 06/21/2022).

**Participating Addendum 7-23-70-55-01
Amendment 2**

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2025.05.15 17:06:00
+07'00'

5/15/2025

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

Dell Marketing L.P.

Contractor Name

Ana Pitti

May 5, 2025

Authorized Signature

Date Signed

Ana Pitti | Paralegal Senior Analyst

Printed Name/Title of Person Signing

One Dell Way
Round Rock, TX 78682

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-55-01
AMENDMENT 1

Computer Equipment, Peripherals & Related Services
Minnesota NASPO ValuePoint Master Agreement Number 23026
Dell Marketing L.P. (Contractor)

The parties mutually agree to amend Participating Addendum 7-23-70-55-01 as follows:

- 1) **Section 22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a [GenAI Reporting and Fact Sheet \(STD 1000\)](#) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

**Participating Addendum 7-23-70-55-01
Amendment 1**

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Dell Marketing L.P.

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2024.10.25 17:34:21 -07'00'

10/25/2024

Katherine_Castillo Digitally signed by Katherine_Castillo1
Date: 2024.08.23 15:42:23 -05'00'
lo1

Authorized Signature

Date Signed

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Katherine Castillo/Paralegal Advisor

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

One Dell Way
Round Rock, TX 78682

Address

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-70-55-01
Computer Equipment, Peripherals & Related Services
Minnesota NASPO ValuePoint Master Agreement Number 23026
Dell Marketing L.P. (Contractor)

This Participating Addendum Number 7-23-70-55-01 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing L.P. (hereafter referred to as "Contractor") under the lead state of Minnesota NASPO ValuePoint Master Agreement Number 23026.

1. SCOPE

- A. This Participating Addendum covers the purchase of computer equipment (desktops, laptops, tablets, servers, and storage, including related peripherals & services) under the Minnesota NASPO ValuePoint Master Agreement. The Minnesota NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Minnesota NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin February 1, 2024, or upon signature approval by the State whichever occurs later, and will end June 30, 2025, or upon termination by the State, whichever occurs first.
- B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

- 1) General Provisions – Information Technology (GSPD-401IT) effective 6/21/2022

B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Participating Addendum Number 7-23-70-55-01
- 2) Minnesota NASPO ValuePoint Master Agreement Number 23026

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service offerings from the Minnesota NASPO ValuePoint Master Agreement Number 23026 are allowed under this Participating Addendum:

- 1) Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets
- 2) Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets
- 3) Band 3, Servers and Storage

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. Configuration limits: The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000).

ITEM	CONFIGURATION
Band 1	\$15,000
Band 2	\$15,000
Band 3	\$1,000,000
Peripherals	\$10,000
Services	Addressed in the customer specific Purchase Orders

Participating Addendum 7-23-70-55-01

- B. Services must be related to the procurement of equipment.
- C. The following restrictions apply to state agency purchases under this Participating Addendum:
 - 1) Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.
 - 2) Service-only purchases are disallowed. (Exception: Equipment maintenance service purchases are allowed).
 - 3) Services that fall within the definition of “public works” as defined in Public Contract Code section 1101 and Labor Code section 1720 are disallowed under this Participating Addendum and must be procured by alternate means. This restriction is not applicable to local governments.
 - 4) Leasing/rental is not allowed.
 - 5) Professional services are not allowed.
 - 6) Cloud services are not allowed.

7. PRICING

- A. Contractor's pricing is outlined in the Minnesota NASPO ValuePoint Master Agreement Number 23026.
- B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Minnesota.

8. AUTHORIZED RESELLERS

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
 - 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
 - 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

Participating Addendum 7-23-70-55-01

- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the Participating Addendum. Contractors shall notify the State in writing of any deleted Authorized Resellers or changes to current Authorized Resellers' information at any time.
- E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

- A. Nothing contained in this Participating Addendum or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.
- C. As the prime Contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and Participating Addendum.
- D. Any subcontract in excess of \$25,000, entered into as a result of this Participating Addendum, shall contain all the provisions stipulated in this Participating Addendum to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-23-70-55-01.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Postconsumer Recycled-Content Certification form](https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/) (<https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/>) upon request by the state agency.

12. DELIVERY

- A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor does not accept the State of California credit card (CAL-Card) for payment of invoices.

14.USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PD Cooperatives@dgs.ca.gov) (PD Cooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

15.ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.

Participating Addendum 7-23-70-55-01

- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

- G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Ashley Salinas
Phone:	(512) 542-1237
Fax:	n/a
Email	A.Salinas@dell.com
Address:	Dell Marketing L.P. Attn: Ashley Salinas One Dell Way Round Rock, TX 78682

Participating Addendum 7-23-70-55-01

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Katelynne Leisenring
Phone:	(279) 946-8129
Email	katelynne.leisenring@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

21. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the Minnesota NASPO ValuePoint Master Agreement Number 23026, at prices equal to or lower than the prices on that agreement.

Participating Addendum 7-23-70-55-01

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Dell Marketing L.P.

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2024.01.23 13:54:09 -0800 **1/23/2024**

Katherine Castillo **01/22/2024**

Authorized Signature *Date Signed*

Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor

Katherine Castillo- Paralegal Advisor

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

One Dell Way
Round Rock, TX 78682

Address

Address

APPROVED AUTHORIZED RESELLERS

Participating Addendum: [7-23-70-55-01](#)

Title: Computer Equipment, Peripherals & Related Services (2023-2028)

Contractor Name: **Dell Marketing L.P.**

Revision Date: **1/12/2026**

The following table identifies State-approved Authorized Resellers for the Participating Addendum referenced above. Refer to the Cooperative Agreement User Instructions posted at the link above for additional information and usage rules.

Authorized Reseller Name	Ordering Address	Ordering Email	Customer Service Phone	Sales Contact (if applicable)	California Certification # (SB/DVBE)	Contract ID (For Fi\$Cal purposes only)
Abtech Technologies, Inc.	1235 Activity Dr., Suite B Vista, CA 92081	at@abtechtechnologies.com	(800) 474-7397 ext. 161	N/A	N/A	7-23-70-55-01.08

COOPERATIVE AGREEMENT USER INSTRUCTIONS NON-MANDATORY

****Supplement 7****
****(Incorporates Supplement 1-6)****

Effective Date: ****06/26/2025****

TITLE/DESCRIPTION:	Computer Equipment, Peripherals & Related Services (NASPO ValuePoint)	
CONTRACT NUMBERS:	7-23-70-55-01	Dell Marketing L.P.
	7-23-70-55-02	Dynabook Americas, Inc.
	7-23-70-55-03	Hewlett Packard Enterprise Company
	7-23-70-55-04	HP Computing and Printing Inc.
	7-23-70-55-05	Lenovo (United States) Inc.
	7-23-70-55-06	Lenovo Global Technology (United States) Inc.
	7-23-70-55-07	Pure Storage, Inc.
	7-23-70-55-08	Transource Services Corp.
	7-23-70-55-09	Zebra Technologies International, LLC
	7-23-70-55-10	Panasonic Corporation of North America
	7-23-70-55-11	New Tech Solutions, Inc.
	7-23-70-55-12	Acer America Corporation
	7-23-70-55-13	Howard Industries Inc.
	7-23-70-55-15	NetApp U.S. Public Sector, Inc.
CONTRACT TERM:	Various through Various (Refer to Attachment A)	
FOR USE BY:	State and Local Governmental Agencies (Refer to Section 2)	
STATE CONTRACT ADMINISTRATOR:	Katelynn Leisenring (279) 946-8129 katelynn.leisenring@dgs.ca.gov	

Ordering Agencies are instructed to carefully review these User Instructions in their entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number listed above. Changes to this document will be issued through a User Instructions Supplement.

ORIGINAL ON FILE
Katelynn Leisenring, State Contract Administrator

SUMMARY OF CHANGES

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

Supplement Number	Description/Sections	Date
7	<p><i>*Supplement 7 incorporates the following changes:</i></p> <ul style="list-style-type: none"> • <i>Attachment A – Updated contract term end date to reflect extensions for the following Cooperative Agreements through 06/30/2026:</i> <ul style="list-style-type: none"> ○ <i>7-23-70-55-02 (Dynabook Americas, Inc.)</i> ○ <i>7-23-70-55-10 (Panasonic Corporation of North America)</i> ○ <i>7-23-70-55-11 (New Tech Solutions, Inc.)</i> ○ <i>7-23-70-55-12 (Acer America Corporation)</i> • <i>Updated contract term end date to reflect extension for the following Cooperative Agreement through 06/30/2028:</i> <ul style="list-style-type: none"> ○ <i>7-23-70-55-09 (Zebra Technologies International, LLC)*</i> 	<i>*06/26/2025*</i>
6	<p>Supplement 6 incorporates the following changes:</p> <ul style="list-style-type: none"> • Attachment A – Updated contract term end date to reflect extensions for the following Cooperative Agreements through 06/30/2026: <ul style="list-style-type: none"> ○ 7-23-70-55-05 (Lenovo (United States) Inc.) ○ 7-23-70-55-06 (Lenovo Global Technology (United States) Inc.) ○ 7-23-70-55-13 (Howard Industries Inc.) ○ 7-23-70-55-15 (NetApp U.S. Public Sector, Inc.) • Attachment A – Updated contract administrator information for 7-23-70-55-10 (Panasonic Corporation of North America) 	06/05/2025

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Supplement Number	Description/Sections	Date
5	<p>Supplement 5 incorporates the following changes:</p> <ul style="list-style-type: none"> • Cover Page, Section 3, and Attachment A – Updated contract term end date to reflect extensions for the following Cooperative Agreements through 06/30/2026: <ul style="list-style-type: none"> ○ 7-23-70-55-01 (Dell Marketing L.P.) ○ 7-23-70-55-03 (Hewlett Packard Enterprise Company) • Updated contract term end date to reflect extensions for the following Cooperative Agreements through 06/30/2028: <ul style="list-style-type: none"> ○ 7-23-70-55-04 (HP Computing and Printing Inc.) ○ 7-23-70-55-07 (Pure Storage, Inc.) ○ 7-23-70-55-08 (Transource Services Corp.) • Section 6.H – Updated language. • Section 7.A – Updated language. 	05/15/2025
4	<p>Supplement 4 incorporates the following changes:</p> <ul style="list-style-type: none"> • Cover Page and Attachment A – Added one new cooperative agreement: <ul style="list-style-type: none"> ○ 7-23-70-55-15 (NetApp U.S. Public Sector, Inc.) • Section 6.H Generative Artificial Intelligence (GenAI) Reporting (State Agencies Only) – Added new section. 	10/25/2024
3	<p>Supplement 3 incorporates the following change:</p> <ul style="list-style-type: none"> • Cover Page and Attachment A – Added one new cooperative agreement: <ul style="list-style-type: none"> ○ 7-23-70-55-13 (Howard Industries Inc.) 	03/27/2024
2	<p>Supplement 2 incorporates the following changes:</p> <ul style="list-style-type: none"> • Cover Page and Attachment A – Added two new cooperative agreements: <ul style="list-style-type: none"> ○ 7-23-70-55-05 (Lenovo (United States) Inc.) ○ 7-23-70-55-06 (Lenovo Global Technology (United States) Inc.) 	02/15/2024

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Supplement Number	Description/Sections	Date
1	Supplement 1 incorporates the following change: <ul style="list-style-type: none">• Cover Page and Attachment A – Added new cooperative agreement:<ul style="list-style-type: none">○ 7-23-70-55-12 (Acer America Corporation)	02/12/2024
N/A	Original User Instructions posted.	01/26/2024

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USER INSTRUCTIONS

1. SCOPE AND OVERVIEW

- A. The Department of General Services, Procurement Division (DGS-PD) has established a California Participating Addendum (hereafter referred to as “California Cooperative Agreement” or “Cooperative Agreement”) with individual Contractors (as noted on page 1) for use of the NASPO ValuePoint Computer Equipment, Peripherals & Related Services (2023-2028) Master Agreements executed by the State of Minnesota.
- B. These Cooperative Agreements provide state and local governmental agencies the opportunity to acquire products and services in accordance with the instructions provided herein and the terms and conditions outlined in the individual Cooperative Agreements. Attachment A identifies specific Cooperative Agreement information by Contractor.
- C. Note: Unless otherwise specified within this document, the term “Ordering Agencies” will refer to all state agencies and local governmental agencies eligible to utilize these agreements. Ordering and usage instructions exclusive to state or local governmental agencies shall be identified within each section.

2. CONTRACT AVAILABILITY

A. State Agencies

- 1) Use of these agreements is non-mandatory for California state agencies.
- 2) Refer to Section 5.D (Restricted/Disallowed Products and Services) for more information.

B. Local Governmental Agencies

- 1) Use of these agreements is optional for local governmental agencies.
- 2) Local governmental is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds.
- 3) While the DGS-PD makes agreements available to local governmental agencies, each local governmental agency shall determine whether use of these agreements is consistent with its procurement policies and regulations.

3. CONTRACT TERM

- A. The term for these California Cooperative Agreements is from the date of the State’s approval through June 30, 2028, or upon termination by the State, whichever occurs first. Refer to Attachment A for current individual agreement term dates.
- B. Order placement and execution shall be on or before the expiration of the California Cooperative Agreement. However, delivery of products or completion of services may be up to 120 days after the California Cooperative Agreement expiration date.
- C. Lead State NASPO ValuePoint Master Agreements may be extended beyond the original contract period upon mutual agreement between the lead state and the Contractor. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into these California Cooperative Agreements. Extension(s) to the term of the California Cooperative Agreements will be through a written amendment upon mutual agreement between DGS-PD and the Contractor.

4. CONTRACT ADMINISTRATOR

- A. DGS-PD and the Contractor(s) have assigned contract administrators as single points of contact for problem resolution and related contract issues.
- B. The State Contract Administrator for these agreements is:

Administrator Information	State Contract Administrator
Name:	Katelynne Leisenring
Telephone:	(279) 946-8129
Email:	katelynne.leisenring@dgs.ca.gov
Address:	DGS, Procurement Division Attn: Katelynne Leisenring 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Contractor Contract Administrator contact information is outlined in Attachment A.

5. CONTRACT INFORMATION

A. Lead State Agreement (NASPO ValuePoint Base Contract)

California Cooperative Agreements are based on some or all of the products, services, and prices from the NASPO ValuePoint Computer Equipment, Peripherals & Related Services (2023-2028) Master Agreements issued by the State of Minnesota. Copies of the Minnesota NASPO ValuePoint agreements are available on the [NASPO ValuePoint Computer Equipment, Peripherals & Related Services \(2023-2028\) website](#).

B. California Cooperative Agreements (Participating Addendum Documents)

California Cooperative Agreements and related documents are posted in [Cal eProcure](#). Direct links to each agreement in Cal eProcure are found in Attachment A.

C. Available Products and Services

The following product and service categories are listed in the Minnesota NASPO ValuePoint Master Agreements:

- Band 1, Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets
- Band 2, Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets
- Band 3, Servers and Storage

Attachment A identifies awarded bands for each Contractor. Refer to restrictions noted in Section 5.D below.

D. Restrictions/Disallowed Products and Services

- 1) Configuration limits: The dollar limits identified below are based on a SINGLE computer/system configuration. This is NOT a restriction on the purchase of multiple configurations (e.g., an entity could purchase 10 laptops at \$15,000 each, for a total purchase price of \$150,000)

ITEM	CONFIGURATION
Band 1	\$15,000
Band 2	\$15,000
Band 3	\$1,000,000
Peripherals	\$10,000
Services	Addressed in the customer specific Purchase Orders

- 2) Services must be related to the procurement of equipment.
- 3) The following restrictions apply to state agency purchases under these Cooperative Agreements:
 - i. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from these Cooperative Agreements by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

- ii. Service-only purchases are disallowed. (Exception: Equipment maintenance service purchases are allowed).
- iii. Services that fall within the definition of “public works” as defined in Public Contract Code section 1101 and Labor Code section 1720 are disallowed under these Cooperative Agreements and must be procured by alternate means. This restriction is not applicable to local governments.
- iv. Leasing/rental is not allowed.
- v. Professional services are not allowed.
- vi. Cloud solutions are disallowed (unless otherwise noted in Attachment A).

E. Contractor Pricing

Pricing is based on a discount off manufacturer’s retail price (MSRP). A complete listing of all products and services offered is available in the contractor’s Product and Service Schedule (PSS), which is available on their web site dedicated to the awarded Master Agreement. Contractors may offer greater discounts and/or lower prices than those published in their PSS. Links to the NASPO web sites for each Cooperative Agreement are identified in Attachment A.

F. Small Business/Disabled Veteran Business Enterprise Participation

- 1) State agencies are able to claim credit towards their Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) goals whenever a commercially useful function is performed by a certified SB or DVBE.
- 2) Any California SB and/or DVBE certifications for the Prime Contractor are shown in Attachment A. Any California SB and/or DVBE certifications provided for the Authorized Resellers are shown in the applicable Authorized Reseller List.
- 3) State agencies must verify certifications on [Cal eProcure](https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx) (<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>).
- 4) When utilizing a SB or DVBE, state agencies must review the activities to be performed to assure that the firm performs a “commercially useful function” as defined by Title 2 CCR section 1896.71(b).
- 5) If issuing an order to a DVBE firm, state agencies must obtain a Disabled Veteran Business Enterprise Declaration (STD. 843).

G. Recycled Content

- 1) State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery (CalRecycle) State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- 2) Contractor will provide a [Postconsumer Recycled-Content Certification form](#) upon request by the state agency.

H. DGS Administrative Fee

Ordering Agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these Cooperative Agreements.

6. CONTRACT USAGE/RULES

A. Adherence to Applicable Laws (State Agencies Only)

State agencies must adhere to all applicable state laws, regulations, policies, best practices, and purchase authority requirements (e.g., California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual).

B. Purchasing Authority (State Agencies Only)

The leveraged procurement agreement acquisition method and type for these Cooperative Agreements are:

Acquisition Method	Acquisition Type
Cooperative Agreements (requiring further competition within the category)	IT Goods IT Services

Prior to executing orders, state agencies must have been granted purchasing authority by DGS-PD for the use of the acquisition method and type listed above. For more information, contact the DGS-PD Purchasing Authority Management Section at pams@dgs.ca.gov.

C. Order Limits/Dollar Thresholds (State Agencies Only)

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold. No order may be executed by a state agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority website](#).

G. Recycled Content

- 1) State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery (CalRecycle) State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- 2) Contractor will provide a [Postconsumer Recycled-Content Certification form](#) upon request by the state agency.

H. DGS Administrative Fee

Ordering Agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these Cooperative Agreements.

6. CONTRACT USAGE/RULES

A. Adherence to Applicable Laws (State Agencies Only)

State agencies must adhere to all applicable state laws, regulations, policies, best practices, and purchase authority requirements (e.g., California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual).

B. Purchasing Authority (State Agencies Only)

The leveraged procurement agreement acquisition method and type for these Cooperative Agreements are:

Acquisition Method	Acquisition Type
Cooperative Agreements (requiring further competition within the category)	IT Goods IT Services

Prior to executing orders, state agencies must have been granted purchasing authority by DGS-PD for the use of the acquisition method and type listed above. For more information, contact the DGS-PD Purchasing Authority Management Section at pams@dgs.ca.gov.

C. Order Limits/Dollar Thresholds (State Agencies Only)

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold. No order may be executed by a state agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority website](#).

D. California Seller's Permit (State Agencies Only)

California Seller's Permit information for each Contractor is identified in Attachment A. Prior to placing orders under these Cooperative Agreements, state agencies should verify that permits are currently valid on [California Department of Tax and Fee Administration \(CDTFA\) website](#). State agencies must adhere to the file documentation required in the State Contracting Manual Volume, as applicable.

When issuing an order to an Authorized Reseller per Section 7.B, it is the state agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

E. Darfur Contracting Act Certification (State Agencies Only)

Contractors have a signed Darfur Contracting Act Certification on file with DGS-PD.

When issuing an order to an Authorized Reseller per Section 7.B, it is the state agency's responsibility to ensure that the reseller provides a Darfur Contracting Act Certification.

F. Civil Rights Certification (orders ≥ \$100,000) (State Agencies Only)

Contractors have a signed California Civil Rights Laws Attachment on file with DGS-PD.

When issuing an order to an Authorized Reseller per Section 7.B, it is the state agency's responsibility to ensure that the reseller provides a California Civil Rights Laws Attachment.

G. Iran Contracting Act Certification (orders over \$1 million) (State Agencies Only)

Contractors have a signed Iran Contracting Act Certification on file with the DGS-PD. When issuing an order to an Authorized Reseller, it is the state agency's responsibility to ensure that the reseller provides an Iran Contracting Act Certification.

Prior to award, the state agency must check the "Entities Prohibited from Contracting with Public Entities in California per the Iranian Contracting Act, 2010 List" posted by DGS to confirm firm is not listed as an ineligible business.

H. Generative Artificial Intelligence (GenAI) (State Agencies Only)

State agencies must follow the required GenAI purchase procedures outlined in the State Contracting Manual (SCM) and the California Department of Technology GenAI policies.

7. ORDERING PROCEDURES

A. Contractor Selection Process

1) State Agencies

State agencies electing to use these Cooperative Agreements must select a Contractor using the Best Value Request for Offer (RFO) process outlined below:

- a) *Develop RFO* – Ordering Agency will develop a RFO which includes the following information, at a minimum:
 - All relevant Ordering Agency contact information necessary for the Contractor to respond to the RFO
 - A detailed list of product/services requested
 - Bidder Declaration (GSPD 05-105)
 - GenAI Required Solicitation Language (outlined in SCM Volume 2 Chapter 23)
- b) *Solicit Offers* – Ordering Agency shall solicit offers from a minimum of three (3) Contractors.
 - If multiple Contractors are solicited and less than three (3) offers are received, the Ordering Agency must document their file with the reasons why the other Contractors solicited did not respond with an offer.
 - Orders valued less than \$10,000 may be executed without obtaining multiple offers if fair and reasonable pricing has been established and documented within the procurement file.
- c) *Determine Best Value* – Ordering Agency will review all responsive offers and select a Contractor based on best value, with cost as one of the criteria.
- d) *Document Results* – Ordering Agency must document the results of the best value RFO process within the procurement file including, but not limited to, Contractors that were contacted, recap of their offers, how the selection was made and criteria for determining “best value”. Ordering Agencies have the option to use the Best Value Determination Worksheet (available in the State Contracting Manual) or the agency’s own form to document the results.
- e) *Issue Purchase Order* – Ordering Agency will issue purchase order document to the selected Contractor in accordance with Section 7.C (Purchase Order Form and Execution).

2) Local Governmental Agencies

Local governmental agencies may use the contractor selection process described in Section 7.A.1 above or other process in accordance with their procurement policies and regulations.

B. Authorized Resellers

- 1) State-approved Authorized Resellers accept purchase orders and payment from Ordering Agencies for products and associated services offered under the specific Contractor's California Cooperative Agreement.
- 2) Ordering Agencies may only use State-approved Authorized Resellers for soliciting offers and order execution when:
 - a) Attachment A indicates if Authorized Resellers are available for use under the specific California Cooperative Agreement; and
 - b) The firm is identified on the most current Approved Authorized Reseller listing posted on the State's Cal eProcure website.
- 3) When soliciting offers from Authorized Resellers, state agencies must retain a copy of the Approved Authorized Reseller listing in the procurement file.
- 4) All orders to Authorized Resellers must contain the California Cooperative Agreement number and the Prime Contractor's name as instructed in Attachment A.

C. Purchase Order Form and Execution

All Ordering Agency purchase order documents executed under these Cooperative Agreements must contain the applicable California Cooperative Agreement number as shown in Attachment A.

1) State Agencies

- a) *STD 65 Purchase Documents* – State Agencies not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (STD 65) for purchase execution. An electronic version of the STD 65 is available at the [DGS-PD website](https://www.dgs.ca.gov/PD/Forms) (<https://www.dgs.ca.gov/PD/Forms>).
- b) *FI\$Cal Purchase Documents* – State agencies transacting in FI\$Cal will follow FI\$Cal procurement and contracting procedures.

2) Local Governmental Agencies

Local governmental agencies may use their own purchase order document in lieu of the State's purchase order form.

8. INVOICING AND PAYMENT

A. Payment Terms

Payment terms for these Cooperative Agreements are net forty-five (45) days. 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 agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. Payee Data Record

State agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (STD 204) to process payments. State agencies should forward a copy of the STD 204 to their accounting office(s). Without the STD 204, payment may be unnecessarily delayed.

C. CAL-Card

Ordering Agencies may use the CAL-Card for the payment of invoices if accepted by the Contractor. Use of the CAL-Card requires the execution of a purchase order document as referenced in Section 7.C (Purchase Order Form) and must include all required documentation applicable to the purchase.

CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve state agencies from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual. This includes but is not limited to the application of all sales and use tax laws, rules, and policies as applicable to the purchase.

D. Golden State Financial Marketplace (GS \$Mart)

Ordering Agencies may utilize financing available through DGS-PD GS \$Mart program. Program information is available on the [DGS-PD State Financial Marketplace website](https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/State-Financial-Marketplace) (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/State-Financial-Marketplace>).

9. CERTIFICATION OF PAYMENT OPTIONS – MILITARY & VETERANS CODE §§999.5 and 999.7(a) (SB588)

In accordance with the State Contracting Manual, Volume 2, Section 1203.1, State agencies shall require the Contractor to submit a complete and accurate *Prime Contractor's Certification – DVBE Subcontracting Report (STD 817)* upon acceptance of ordered goods or services for which the Contractor committed to DVBE subcontractor participation.

Upon delivery or completion of ordered goods or services, State agencies shall do the following:

- Provide proper withhold notification to prime contractors.
- Withhold \$10,000 or the full amount of the final invoice if less than \$10,000 pending receipt of the complete and accurate STD 817.
- Review the STD 817. If it is determined to be complete and accurate, authorize payment of the withhold.
- If the STD 817 is late or incomplete, department must send the prime contractor a cure notice allowing at least 15 days, but not more than 30 days, to meet the Certification of Payments to DVBE Subcontractors requirements.
- If the prime contractor does not comply by the identified deadline, permanently deduct the withhold.
- Retain all records for a minimum of six years.

10. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering Agencies should first attempt to resolve complaints, issues, or disputes informally with the Contractor. If the issue or dispute cannot be resolved by the Ordering Agency, the issue may be elevated to the DGS-PD State Contract Administrator.

ATTACHMENT A – Contractor Information

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-01
Contractor Name	Dell Marketing L.P.
Term	02/01/2024 through 06/30/2026
Link to Cal eProcure	Cal eProcure 7-23-70-55-01 webpage
Lead State Agreement	23026
Product/Service Categories	Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets Band 2: Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets Band 3: Servers and Storage
Cloud Services Available	Local Agencies Only
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	030704896 (Refer to Section 6.D)
CAL-Card Accepted	No (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Ashley Salinas Phone: (512) 542-1237 Email: A.Salinas@dell.com
Ordering Address	Refer to Dell's Authorized Resellers List
Ordering Email	Refer to Dell's Authorized Resellers List
Ordering Contact	Refer to Dell's Authorized Resellers List
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-01 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-02
Contractor Name	Dynabook Americas, Inc.
Term	02/01/2024 through *06/30/2026* [06/30/2025]
Link to Cal eProcure	Cal eProcure 7-23-70-55-02 webpage
Lead State Agreement	23006
Product/Service Categories	Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	206772224 (Refer to Section 6.D)
CAL-Card Accepted	No (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Lisa Allen Phone: (704) 277-6550 Email: lisa.allen@dynabook.com
Ordering Address	Dynabook Americas, Inc. Attn: Bonnie Yeh 5241 California Avenue, Suite 100 Irvine, CA 92617
Ordering Email	DBA-enterprise@dynabook.com
Ordering Contact	Bonnie Yeh, Phone: (949) 587-6256
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-02 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-03
Contractor Name	Hewlett Packard Enterprise Company
Term	02/01/2024 through 06/30/2026
Link to Cal eProcure	Cal eProcure 7-23-70-55-03 webpage
Lead State Agreement	23008
Product/Service Categories	Band 3: Servers and Storage
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	102738254 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Nancy Schwarz Phone: (480) 636-0267 Email: nancy.schwarz@hpe.com
Ordering Address	Hewlett Packard Enterprise Company Attn: Monica Corona 1701 East Mossy Oaks Road Spring, TX 77389
Ordering Email	us-sled-orders@hpe.com
Ordering Contact	Monica Corona, Phone: (331) 492-0704, ext. 52
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-03 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-04
Contractor Name	HP Inc. which will do business in California as HP Computing and Printing Inc.
Term	02/01/2024 through 06/30/2028
Link to Cal eProcure	Cal eProcure 7-23-70-55-04 webpage
Lead State Agreement	23011
Product/Service Categories	Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets Band 2: Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	098039144 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Debra Lee Phone: (847) 537-0344 Email: debra.lee@hp.com
Ordering Address	HP Computing and Printing Inc. Attn: Public Sector 3800 Quick Hill Road, Bldg 2, Suite 100 Austin, TX 78728
Ordering Email	psorderprocessing@hp.com
Ordering Contact	Debra Lee, Phone: (847) 537-0344
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-04 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-05
Contractor Name	Lenovo (United States) Inc.
Term	02/15/2024 through 06/30/2026
Link to Cal eProcure	Cal eProcure 7-23-70-55-05 webpage
Lead State Agreement	23013
Product/Service Categories	Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets Band 2: Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	102878277 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Melissa Freeman Phone: (919) 294-0609 Email: mautrey@lenovo.com
Ordering Address	Lenovo (United States) Inc. 8001 Development Drive Morrisville, NC 27560
Ordering Email	gferguson@lenovo.com
Ordering Contact	(919) 874-3377
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-05 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: (Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-06
Contractor Name	Lenovo Global Technology (United States) Inc.
Term	02/15/2024 through 06/30/2026
Link to Cal eProcure	Cal eProcure 7-23-70-55-06 webpage
Lead State Agreement	23014
Product/Service Categories	Band 3: Servers and Storage
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	103017123 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Melissa Freeman Phone: (919) 294-0609 Email: mautrey@lenovo.com
Ordering Address	Lenovo Global Technology (United States) Inc. 8001 Development Drive Morrisville, NC 27560
Ordering Email	chughes2@lenovo.com
Ordering Contact	(919) 280-7621
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-06 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: (Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-07
Contractor Name	Pure Storage, Inc.
Term	02/01/2024 through 06/30/2028
Link to Cal eProcure	Cal eProcure 7-23-70-55-07 webpage
Lead State Agreement	23020
Product/Service Categories	Band 3: Servers and Storage
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	101608838 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Kim Bradbury Phone: (301) 717-9968 Email: kim.bradbury@purestorage.com
Ordering Address	Refer to Pure Storage, Inc.'s Authorized Resellers List
Ordering Email	Refer to Pure Storage, Inc.'s Authorized Resellers List
Ordering Contact	Refer to Pure Storage, Inc.'s Authorized Resellers List
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-07 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-08
Contractor Name	Transource Services Corp.
Term	02/01/2024 through 06/30/2028
Link to Cal eProcure	Cal eProcure 7-23-70-55-08 webpage
Lead State Agreement	23022
Product/Service Categories	Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets Band 3: Servers and Storage
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	101624153 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Curtis Wescott Phone: (623) 215-4407 Email: curtisw@transource.com
Ordering Address	Transource Services Corp. 2405 W. Utopia Road Phoenix, AZ 85027
Ordering Email	curtisw@transource.com
Ordering Contact	Curtis Wescott, Phone: (623) 215-4407
Authorized Resellers (Refer to Section 7.B)	N/A

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-09
Contractor Name	Zebra Technologies International, LLC
Term	02/01/2024 through *06/30/2028* [06/30/2025]
Link to Cal eProcure	Cal eProcure 7-23-70-55-09 webpage
Lead State Agreement	23023
Product/Service Categories	Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	100287088 (Refer to Section 6.D)
CAL-Card Accepted	No (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Hemang Patel Phone: (847) 544-9238 Email: hemang.patel@zebra.com
Ordering Address	Refer to Zebra Technologies' Authorized Resellers List
Ordering Email	Refer to Zebra Technologies' Authorized Resellers List
Ordering Contact	Refer to Zebra Technologies' Authorized Resellers List
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-09 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-10
Contractor Name	Panasonic Corporation of North America
Term	02/01/2024 through *06/30/2026* [06/30/2025]
Link to Cal eProcure	Cal eProcure 7-23-70-55-10 webpage
Lead State Agreement	23019
Product/Service Categories	Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets Band 2: Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets
Cloud Services Available	Local Agencies Only
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	030630177 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Amanda Beauchamp Phone: (864) 316-5986 Email: Amanda.Beauchamp@us.panasonic.com
Ordering Address	Refer to Panasonic's Authorized Resellers List
Ordering Email	Refer to Panasonic's Authorized Resellers List
Ordering Contact	Refer to Panasonic's Authorized Resellers List
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-10 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-11
Contractor Name	New Tech Solutions, Inc.
Term	02/01/2024 through *06/30/2026* [06/30/2025]
Link to Cal eProcure	Cal eProcure 7-23-70-55-11 webpage
Lead State Agreement	23017
Product/Service Categories	Band 3: Servers and Storage
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	097199316 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Rajesh Patel Phone: (510) 353-4070, ext. 307 Email: rajesh@ntsca.com
Ordering Address	New Tech Solutions, Inc. Attn: Rajesh Patel 4179 Business Center Drive Fremont, CA 94538
Ordering Email	rajesh@ntsca.com
Ordering Contact	Rajesh Patel, Phone: (510) 353-4070, ext. 307
Authorized Resellers (Refer to Section 7.B)	N/A

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-12
Contractor Name	Acer America Corporation
Term	02/09/2024 through *06/30/2026* [06/30/2025]
Link to Cal eProcure	Cal eProcure 7-23-70-55-12 webpage
Lead State Agreement	23002
Product/Service Categories	Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets Band 2: Personal Computing Devices – Non-Windows Operating Systems: Desktops, Laptops, Tablets
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	026765210 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Jennifer Wadland Phone: (781) 789-8029 Email: Jennifer.wadland@acer.com
Ordering Address	Acer America Corporation 1730 North First Street, #400 San Jose, CA 95112
Ordering Email	Luan.Tran@acer.com
Ordering Contact	(800) 848-2237 Option 4
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-12 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: <i>(Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address></i>

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Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-13
Contractor Name	Howard Industries Inc.
Term	03/26/2024 through 06/30/2026
Link to Cal eProcure	Cal eProcure 7-23-70-55-13 webpage
Lead State Agreement	23010
Product/Service Categories	Band 1: Personal Computing Devices – Windows Operating Systems: Desktops, Laptops, Tablets
Cloud Services Available	Yes
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	102423643 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Brandey Boyd Phone: (601) 399-5831 Email: bboyd@howard.com
Ordering Address	Howard Industries Inc. 36 Howard Drive Ellisville, MS 39437
Ordering Email	htsorderentrypos@howard.com
Ordering Contact	Order Entry, Phone: (601) 425-3181
Authorized Resellers (Refer to Section 7.B)	N/A

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Computer Equipment, Peripherals & Related Services

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-55-15
Contractor Name	NetApp U.S. Public Sector, Inc.
Term	08/15/2024 through 06/30/2026
Link to Cal eProcure	Cal eProcure 7-23-70-55-15 webpage
Lead State Agreement	23025
Product/Service Categories	Band 3: Servers and Storage
Cloud Services Available	Local Agencies Only
Link to NASPO	Contractor's NASPO webpage
Seller's Permit Number	219011872 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Harry Franks Phone: (703) 918-7317 Email: harry.franks@netapp.com
Ordering Address	NetApp U.S. Public Sector, Inc. 7301 Kit Creek Road Research Triangle Park, NC 27709
Ordering Email	ssr-usps@netapp.com
Ordering Contact	(919) 476-5600
Authorized Resellers (Refer to Section 7.B)	Refer to Cal eProcure 7-23-70-55-15 webpage for current Approved Authorized Reseller list, if available. FI\$Cal Agencies: Use "FI\$Cal Contract ID" assigned to Authorized Reseller when entering transactions in FI\$Cal. Non-FI\$Cal Agencies: All purchase orders to Authorized Resellers must contain the California Cooperative Agreement Number and must be addressed as follows: (Prime Contractor Name) c/o <Authorized Reseller Name> <Reseller Address>

GENERAL PROVISIONS – INFORMATION TECHNOLOGY – CLOUD COMPUTING – SOFTWARE as a SERVICE (SaaS)

THESE CLOUD COMPUTING – SOFTWARE AS A SERVICE (SaaS) GENERAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE, AS DEFINED BELOW, AND ANY ANCILLARY SERVICES. THE CLOUD COMPUTING SERVICES SPECIAL PROVISIONS ARE INCORPORATED BY REFERENCE UNLESS SPECIFICALLY MODIFIED AND ATTACHED HERETO. THIS CONTRACT SHALL BE ACCOMPANIED BY A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA), IN ADDITION TO STANDARD EXHIBITS.

1. DEFINITIONS:

Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.

- a) **"Application Program"** means a computer program that is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application Programs are developed or otherwise acquired by the User of the Hardware/Software system, but they may be supplied by the Contractor.
- b) **"Buyer"** means the State's authorized contracting official.
- c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
- d) **"Contractor"** means the business entity with whom the State enters into this Contract. Contractor shall be synonymous with supplier, vendor, Reseller, Service Provider, or other similar term.
- e) **"Customer"** means the State or an Eligible Public Entity using the Contractor's or the Service Provider's Services.
- f) **"Deliverables"** means the tangible products or works of authorship and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished that are incidental to the provision of Services.
- g) **"Documentation"** means manuals and other published materials necessary or useful to the State in its use or maintenance of the products and Services provided hereunder and includes online materials, virtual help, and help desk where available. In addition, manuals and other published materials customized for the State hereunder constitute Work Product as defined below.

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- h) **“Eligible Public Entity”** means each of the non-State public entities authorized to purchase the Deliverables and Services offered hereunder. “Eligible Public Entity” includes the county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the State. “Eligible Public Entity” also includes a federally-recognized tribal entity acting in its tribal governmental capacity.
- i) **“Goods”** means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer and telecommunications equipment).
- j) **“Hardware”** refers to computer equipment and is contrasted with Software.
- k) **“Information Technology”** includes, but is not limited to, all electronic technology systems and services, automated information handling, system design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite system controls, simulation, electronic commerce, and all related interaction between people and machines.
- l) **“Maintenance”** includes: i) remedial maintenance performed by the Contractor which results from a Services failure and which is performed as required, i.e., on an unscheduled basis; and ii) the maintenance performed on a scheduled basis by the Contractor.
- m) **“Reseller”** means the agent(s) of the Service Provider or the business entity authorized by the Service Provider to resell the Services or perform aspects of this Contract as specified herein including, but not limited to sales, fulfillment, invoicing, returns, and customer service.
- n) **“Service Provider”** means the Contractor, subcontractors, agents, Resellers, third parties and affiliates of the Contractor, the cloud service provider, or managed service provider who may provide the Services agreed to under the Contract.
- o) **“Services”** means the cloud computing services, including Software as a Service (but not Infrastructure as a Service or Platform as a Service), and any related services, offered to the State by the Contractor herein.
- p) **“Software”** means an all-inclusive term which refers to any computer

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programs, routines, or subroutines supplied by the Contractor, including operating Software, Application Programs, and enabling software (“Software Products”) that the State downloads to the State’s systems to facilitate use of the Service.

- q) **“Software as a Service (SaaS)”** is the capability provided to the Customer to use applications made available by the Service Provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The Customer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- r) **“State”** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- s) **“State Data”** means all data owned by the State, and submitted to, processed by, or stored by the Service Provider under this Contract and includes, but is not limited to, all data that originated with the State or Users, all data provided by the State or Users, and data generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State or Users on the Services. For clarity, State Data is synonymous with “Customer Data”, “Customer Content”, or similar terms, as used in various provisions of the service agreements and incorporated into the Contract and includes the following:
 - i. **“Non-Public Data”** means data submitted to the Service Provider, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that may be exempt by statute, regulation, or policy from access by the general public as public information.
 - ii. **“Personal Data”** means Personal Information as defined by the California Information Practices Act (Civil Code sections 1798 et seq.) submitted to the Service Provider.

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- iii. “Public Information” means any information prepared, owned, used, or retained by the State and not specifically exempt from the disclosure requirements of the California Public Records Act (Government Code section 6250 et. seq.) or other applicable state or federal laws. For clarity, “Public Information” is also interchangeable with “Public Data”.
- t) **“Statement of Work” (or “SOW”)** means a document provided by the State which defines the timeline, and specifies the objectives, Services, Deliverables and tasks that the Contractor is expected to perform, their responsibilities and expectations, indicating the type, level and quality of service that is expected, all of which form a contractual obligation upon the Contractor in providing Services to the State. The SOW includes detailed technical requirements and pricing, with permitted modifications (“carve-outs”) to the SaaS General and Special Provisions.
- u) **“User”** means any authorized end user of the Services under this Contract and includes Customer’s employees, subcontractors, or any system utilized by the Customer to access the Services, whose compliance with the terms of this Contract is the responsibility of the Customer.
- v) **“U.S. Intellectual Property Rights”** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with section 10290), 3 (commencing with section 12100), and 3.6 (commencing with section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

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3. COMPLETE INTEGRATION:

This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY:

The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR:

Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW:

This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

- a) The State and the Contractor warrant and certify that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California, including the California Information Practices Act (Civil Code sections 1798 et seq.). The Contractor agrees to indemnify, defend, and save harmless the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within reasonable time.
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its

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own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

(iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

- d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- e) To the extent that this Contract falls within the scope of Government Code section 7405, the Contractor will be responsible to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or Services. The State shall designate an authorized representative who will be responsible for submission to Contractor of complaints received by the State regarding the accessibility of Contractor's products and Services. Contractor shall be responsible to review and respond to all complaints regarding accessibility brought to the attention of the State. The State and Contractor shall work together to determine a reasonable response and resolution of all complaints. The State acknowledges that Contractor can satisfy its duty to respond to and resolve complaints under this provision by taking action it deems appropriate under the circumstances, which may in some instances include no further action beyond responding to the complaint.

8. CONTRACTOR'S POWER AND AUTHORITY:

The Contractor warrants that it has full power and authority to grant the rights herein granted and will reimburse the State for any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its

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own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and

(iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. ASSIGNMENT:

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. WAIVER OF RIGHTS:

Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. Except as specifically set forth in Section 13 (Warranty) below, the rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. ORDER OF PRECEDENCE:

In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These Cloud Computing - Software as a Service General Provisions (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, e.g., Purchase Order STD 65, Standard Agreement STD 213, FI\$Cal generated Purchase Order, etc., and any amendments thereto;
- c) The Cloud Computing Special Provisions – Software as a Service (hereafter referred to as, the "SaaS Special Provisions"), which are incorporated by

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reference unless specifically modified and attached hereto, and other Special Provisions;

- d) Statement of Work, including any specifications incorporated by reference herein;
- e) Cost worksheets;
- f) The Service Provider's service agreement and attachments; and
- g) All other attachments incorporated in the Contract by reference.

12. INSPECTION, ACCEPTANCE AND REJECTION:

Unless otherwise specified in the Statement of Work:

- a) When acquiring SaaS, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing.
- b) For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and Services under this Contract and will tender to the State only those Deliverables and Services that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance system or other similar business practices related to performance of the Contract.
- c) In the event any Goods or Deliverables furnished by the Contractor in the performance of the Contract should fail to conform to the requirements herein, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly without expense to the State.

13. WARRANTY:

- a) Limited Warranty for Services. Unless otherwise specified in the Statement of Work, Contractor warrants that Services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and:
 - i. Services will be performed in accordance with the Contract; and

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- ii. All customer support for Services will be performed with professional care and skill.
- b) **Duration of Limited Warranty.** The limited warranty will be for the duration of State's use of the Services, unless the underlying Service Provider's warranty is shorter in duration, in which case the parties will specify the length of the applicable limited warranty in the Statement of Work. This limited warranty is subject to the following limitations:
- i. any implied warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty;
 - ii. the limited warranty does not cover problems caused by the State's accident, abuse or use in a manner inconsistent with this Contract or any applicable service agreement, or resulting from events beyond Contractor's reasonable control;
 - iii. the limited warranty does not apply to components of Software that the State may be permitted to redistribute;
 - iv. the limited warranty does not apply to free, trial, pre-release, or beta Services; and
 - v. the limited warranty does not apply to problems caused by the State's failure to meet minimum system requirements.
- c) **Remedies for breach of Limited Warranty.** Unless otherwise specified in the Statement of Work, if Contractor fails to meet any of the above limited warranties and the State notifies Contractor within the warranty period, then the State's remedy and the Contractor's obligation will be re-performance, repair, replacement, or refund of fees paid. In the event the Contractor fails to re-perform, repair, replace, or refund fees paid for the products and/or Services as appropriate, the State may terminate the Contract.
- d) **Warranty for Software Products.** Any Software Products provided by the Service Provider shall be covered by the developer's consumer warranty that will be passed to the Customer.
- e) **DISCLAIMER OF OTHER WARRANTIES.** OTHER THAN THIS LIMITED WARRANTY, CONTRACTOR PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

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PURPOSE, SATISFACTORY QUALITY, OR TITLE. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

- f) Contractor shall ensure that the Service Provider shall apply anti-malware controls to the Services to help avoid malicious software gaining unauthorized access to State Data, including malicious software originating from public networks. Such controls shall at all times equal or exceed the controls consistent with the industry standards for such data, but in no event less than the controls that Contractor applies to its own internal corporate electronic data of like character.
- g) Unless otherwise specified elsewhere in the Contract:
 - i. The Contractor does not warrant that any Services provided hereunder is error-free or that it will run without immaterial interruption; and
 - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from:
 - a. a modification made by the State, unless such modification is approved or directed by the Contractor,
 - b. use of Services in combination with software or services other than as specified by the Contractor, or
 - c. misuse by the State.
- h) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or Services.

14. SAFETY AND ACCIDENT PREVENTION:

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

15. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) 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 or the United States Congress, if

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applicable. If funds to effect such continued payment are not appropriated, the Contractor agrees to terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

- b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and minimize the incurrence of costs prior to the expiration of funding for this Contract.

16. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- a) The State may terminate performance under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof, which shall be no less than fifteen (15) days from the Notice of Termination date.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work as specified in the Notice of Termination, regardless of any delay in determining or adjusting any amounts due under this clause.
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State except that in no instance shall the Contractor seek nor will the State pay for Services not utilized or costs not specified on an order for Services regardless of Contractors' liability or costs for materials, equipment, Software, facilities, or sub- contracts. The Contractor shall submit the proposal promptly, but no later than thirty (30) days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid or refunded as requested under subsection (c) above;
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience.
 - i. The State will pay the Contractor the Contract price for Services accepted or utilized by the State; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been

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fully performed.

- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

17. TERMINATION FOR DEFAULT:

- a) The State may, subject to the clause titled “**18. Force Majeure**”, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i. Perform the Services within the time specified in the Contract or any amendment thereto;
 - ii. Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii. Perform any of the other provisions of this Contract.
- b) The State’s right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State’s cure notice, which in no event will be less than thirty (30) days, unless otherwise provided.
- c) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it. The State shall pay Contract price for completed and accepted Deliverables and Services.
- d) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled “**20. Limitation of Liability.**”

18. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, and any Contractor responsibilities concerning disaster recovery and/or business continuity, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and

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- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

19. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any subsequent loss or damage sustained by the State in procuring any Deliverables or Services which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled “Limitation of Liability”); and
- b) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

20. LIMITATION OF LIABILITY:

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, or the Department of Technology, Deputy Director, Statewide Technology Procurement, or designee, as applicable, Contractor’s liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this subsection a), “Purchase Price” will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), “Purchase Price” will mean the total price of the purchase order for the Deliverable(s) or Service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply:
 - i. to any liability under provisions herein entitled “Compliance with Statutes and Regulations”;
 - ii. to liability under provisions herein entitled “Patent, Copyright, and Trade Secret Indemnity” or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights;

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- iii. to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the Contractor's negligence or willful misconduct;
 - iv. to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action; or
 - v. to direct costs of mitigation, remediation, and/or notification obligations set forth in the SaaS Special Provisions, resulting from any Data Breach as defined therein, and resulting from the Contractor's failure to perform or negligent acts of its personnel.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) IN NO EVENT WILL EITHER THE CONTRACTOR OR THE STATE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES, EXCEPT (I) TO THE EXTENT THAT THE CONTRACTOR'S LIABILITY FOR SUCH DAMAGES IS SPECIFICALLY SET FORTH IN THE STATEMENT OF WORK OR (II) TO THE EXTENT THAT THE CONTRACTOR'S LIABILITY FOR SUCH DAMAGES ARISES OUT OF SUBSECTION b) (i), b)(ii), OR b)(iv) ABOVE.

21. INDEMNIFICATION:

The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim

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and all negotiations for its settlement or compromise; provided that

- i. when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
- ii. where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
- iii. the State will reasonably cooperate in the defense and in any related settlement negotiations.

22. INVOICES:

Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

23. REQUIRED PAYMENT DATE:

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 agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after:

- a) the date of acceptance of Deliverables or performance of Services; or
- b) receipt of an undisputed invoice, whichever is later.

24. TAXES:

Unless otherwise required by law:

- a) the State of California is exempt from Federal excise taxes; and
- b) the State will only pay for any applicable State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

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25. CONTRACT MODIFICATION:

- a) No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- b) Notwithstanding subsection a) above, service agreements may be modified by Contractor from time to time, but any such modifications will not degrade the functionality or security features of the SaaS. Service agreements shall be subject to section 11(f) Order of Precedence.

26. CONFIDENTIALITY OF DATA:

- a) All Customer Data made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure by use of the same or more effective confidentiality requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's confidentiality requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Any additional requirements to ensure confidentiality of data shall be set forth in the SOW. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties. Contractor shall sign a security and confidentiality statement. Contractor is responsible for all Contractor personnel assigned to this Contract and will have appropriate agreements in place to enable Contractor to meet its obligations hereunder.
- b) The parties acknowledge information transmitted by the State to the Contractor and/or Service Provider may inadvertently contain Federal Tax Information (FTI). The State will use all reasonable efforts to prevent the transmittal of FTI to Contractor and/or Service Provider under this Contract. The State further acknowledges that the Contractor and/or Service Provider does not require any "access" to, or "receipt" or "storage" of FTI to perform the Services under the

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Contract. The Contractor and/or Service Provider further acknowledges that Contractor and/or Service Provider shall not knowingly access or permit access to such FTI, unless directed by the State. Access to FTI is out-of-scope of the Services. To the extent that Contractor's and/or Service Provider's access to FTI is "incidental" to Contractor's provision of Services, it is the parties' view that such incidental exposure should not legally subject Contractor and/or Service Provider to the Internal Revenue Service (IRS) requirements set forth in IRS Publication 1075, section 11.2. If, however, the IRS ultimately takes a contrary position, and determines that Contractor, Service Provider and/or the State should have nevertheless complied with the requirements of IRS Publication 1075, the parties will immediately commence an evaluation of the feasibility of continued performance under the Contract.

27. NEWS RELEASES:

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

28. DOCUMENTATION:

The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the equipment, Services, or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.

29. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, customized software, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this subsection "a)" may be revised in a Statement of Work.
- b) Software, other components of SaaS, and materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of

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such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 29 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre- Existing Materials.

- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State contractors, California local governments, the U.S. federal government, and the state and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose. This subsection and the rights thereunder may be modified as required for federally funded SaaS pursuant to federal law or regulations, including, but not limited to, 7 CFR 277.18 and 45 CFR 95.617.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State, may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

30. SOFTWARE LICENSE:

A Service may require the use of Software Products to facilitate use of the Service. Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a royalty-free, non-exclusive license to use the Software

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Products in this Contract. The State may use the Software Products only in connection with use of the Service and according to any licensing terms if specified in a Statement of Work or otherwise in the Contract. Acceptance of Software (including third party Software) will be governed by the terms and conditions of this Contract.

31. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

- a) The State agrees that all material appropriately marked or identified in writing as proprietary and furnished hereunder by the Contractor are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to ensure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act, or other lawful process (e.g., in response to a subpoena);
- b) The State will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed; and
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary materials and data, subject to the California Public Records Act and other applicable law.

32. FUTURE RELEASES:

Unless otherwise specifically provided in the Statement of Work, if improved versions (e.g., patches, bug fixes, updates or releases) or upgrades of any SaaS versions or Software Product are developed by the Contractor, and are made available to other customers, they will be made available to the State at no additional cost only if such are made available to other customers at no additional cost.

33. ENCRYPTION AND AUTHORIZATION KEYS:

Upon initiation of Service, Contractor will provide all encryption and authorization keys required by the State to operate or access the Software Products or Services.

34. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With

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respect to claims arising from Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party (“Third Party Obligation”) and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section).

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys’ fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services or the Department of Technology, as applicable, will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Software Products or Services, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall, subject to prior approval, permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Services, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Services by the State shall be prevented by injunction, the State shall then have the option of terminating this Contract, or applicable portions thereof, without penalty or termination charge and the Contractor shall refund any sums the State has paid the Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement

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which is based upon:

- i. The combination or utilization of Deliverables furnished hereunder with Goods or Software not made or furnished by the Contractor; or
 - ii. The combination or utilization of Software or Services not made or furnished by the Contractor, and introduced into the States computing environment; or
 - iii. The modification initiated by the State, or a third party at the State's direction, of any Software or Service furnished hereunder; or
 - iv. The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of Software in violation of any U.S. Intellectual Property laws.

35. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have thirty (30) days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written final decision. If a written decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of Services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently

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proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be inwriting, and shall be signed by the contracting Department Director, or designee. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a) above. The Department Director or designee shall have thirty (30) days to render a final decision. If a final decision is not rendered within thirty (30) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- e) The dates of decision in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

36. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the called for by this Contract in the Statement of Work for a period up to forty-five (45) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of forty-five (45) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - i. Cancel the Stop Work Order; or

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- ii. Terminate the work covered by the Stop Work Order as provided for in the Termination for Default or the Termination for Convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii. The Contractor asserts its right to an equitable adjustment within sixty (60) days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

37. EXAMINATION AND AUDIT:

The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

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38. FOLLOW-ON CONTRACTS:

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
 - i. will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction;
and
 - ii. will not act as consultant to any person or entity that does receive a Contract described in subsection (I). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) “Technical Consulting and Direction” means services for which the Contractor received compensation from the State and includes:
 - i. development of or assistance in the development of work statements, specifications, solicitations, feasibility studies, or project approval documentation;
 - ii. development or design of test requirements;
 - iii. evaluation of test data;
 - iv. direction of or evaluation of another Contractor;
 - v. provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - vi. provisions of formal recommendations regarding any of the above. For purposes of this Section, “affiliates” are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State’s best interest. Except as prohibited by law, the restrictions of this Section will not apply:

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- i. to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - ii. where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

39. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC section 10353.

40. COVENANT AGAINST GRATUITIES:

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part and any loss or damaged sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided in law or equity.

41. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

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The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement; and

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC section 10296.

43. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tender's final payment to the supplier;
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of

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the recovery; and

- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and:
 - i. the assignee has not been injured thereby, or
 - ii. the assignee declines to file a court action for the cause of action.

44. DRUG-FREE WORKPLACE CERTIFICATION:

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a);
- b) Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i. will receive a copy of the company's drug-free policy statement; and
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

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45. FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and Services to the State. “Four-Digit Date Compliant” Deliverables and Services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

46. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code section 6108; and
- b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

47. RECYCLED CONTENT REQUIREMENTS:

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no post-consumer recycled material, and even if the post-consumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of

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post-consumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site.

Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

48. CHILD SUPPORT COMPLIANCE ACT:

For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully
- b) comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- c) The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

49. AMERICANS WITH DISABILITIES ACT AND PUBLIC WEBSITE ACCESSIBILITY

- a) The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). The State is responsible for ensuring that public websites are accessible to both the general public and that internal electronic and Information Technology systems are accessible by state employees, including persons with disabilities. Contractor shall assist the State in meeting its responsibilities.
- b) In accordance with Cal. Gov. Code section 7405(b), the Contractor shall have an ongoing obligation to promptly respond to and resolve any complaint regarding accessibility of its electronic and Information Technology products and Services that is brought to the attention of the Contractor, pursuant to Section 7(e) above.

50. ELECTRONIC WASTE RECYCLING ACT OF 2003:

The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with section 42460 of the Public Resources Code. The Contractor shall

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maintain documentation and provide reasonable access to its records and documents that evidence compliance.

51. USE TAX COLLECTION:

In accordance with PCC section 10295.1, the Contractor certifies that it complies with the requirements of section 7101 of the Revenue and Taxation Code.

Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC section 10295.1.

52. EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC sections 10286 and 10286.1, and is eligible to contract with the State.

53. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

54. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract, the Contractor made a commitment to achieve small business participation, then the Department requires the Contractor upon completion of this Contract (or within such other time period as may be specified elsewhere in this Contract) to report the actual percentage of small business participation that was achieved. (Govt. Code § 14841); and
- b) If for this Contract, the Contractor made a commitment to achieve the disabled veteran business enterprise (DVBE) participation goal, then, pursuant to Mil. & Vets. Code § 999.5(d), upon completion of this Contract, the Department requires the Contractor to certify using the Prime Contractor's Certification - DVBE Subcontracting Report (STD 817), all of the following:
 - c) the total amount the prime Contractor received under the Contract;
 - d) the name, address, Contract number and certification ID number of the DVBE(s) that participated in the performance of this Contract;
 - e) the amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirement of the Contract and the total payment each DVBE

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received from the prime Contractor;

- f) that all payments under the Contract have been made to the DVBE(s); and
- g) the actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor shall provide proof of payment for the work.

If, for this Contract, Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, the Department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000. (Mil. & Vets. Code § 999.7)

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841)

Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Mil. & Vets. Code, including, but not limited to, the requirements of Section 999.5(d). (PCC Code § 10230)

55. LOSS LEADER:

It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

56. EXECUTIVE ORDER N-6-22-RUSSIA SANCTIONS:

The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.