

**STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICE
PARTICIPATING ADDENDUM NUMBER
CONTRACT NO. 7-23-70-55-1
SHI INTERNATIONAL CORP**

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 4-16-2026
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

CONTRACTOR

Department of General Services

Dell Marketing L.P.

Agency Name

Contractor Name

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

5/15/2025

Ana Pitti

May 5, 2025

Authorized Signature

Date Signed

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Ana Pitti | Paralegal Senior Analyst

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
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_Castil 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

- 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:PDCooperatives@dgs.ca.gov) (PDCooperatives@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

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
-08'00' 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](#)

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	ar@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:	Katelynne Leisenring (279) 946-8129 katelynne.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
Katelynne 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

Table of Contents

SUMMARY OF CHANGES	2
USER INSTRUCTIONS	6
1. SCOPE AND OVERVIEW	6
2. CONTRACT AVAILABILITY	6
A. State Agencies.....	6
B. Local Governmental Agencies	6
3. CONTRACT TERM	7
4. CONTRACT ADMINISTRATOR	7
5. CONTRACT INFORMATION	7
A. Lead State Agreement (NASPO ValuePoint Base Contract)	7
B. California Cooperative Agreements (Participating Addendum Documents).....	8
C. Available Products and Services	8
D. Restrictions/Disallowed Products and Services	8
E. Contractor Pricing	9
F. Small Business/Disabled Veteran Business Enterprise Participation	9
G. Recycled Content	10
H. DGS Administrative Fee	10
6. CONTRACT USAGE/RULES	10
A. Adherence to Applicable Laws (State Agencies Only)	10
B. Purchasing Authority (State Agencies Only)	10
C. Order Limits/Dollar Thresholds (State Agencies Only)	10
D. California Seller's Permit (State Agencies Only).....	11
E. Darfur Contracting Act Certification (State Agencies Only).....	11
F. Civil Rights Certification (orders ≥ \$100,000) (State Agencies Only).....	11
G. Iran Contracting Act Certification (orders over \$1 million) (State Agencies Only)	11
H. Generative Artificial Intelligence (GenAI) (State Agencies Only)	11
7. ORDERING PROCEDURES	12
A. Contractor Selection Process	12
B. Authorized Resellers.....	13
C. Purchase Order Form and Execution	13
8. INVOICING AND PAYMENT	14
A. Payment Terms	14
B. Payee Data Record	14
C. CAL-Card.....	14
D. Golden State Financial Marketplace (GS \$Mart)	14
9. CERTIFICATION OF PAYMENT OPTIONS – MILITARY & VETERANS CODE §§999.5 and 999.7(a) (SB588)	14
10. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE.....	15
ATTACHMENT A – Contractor Information	16

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](#).

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 FI\$Cal, 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>

COOPERATIVE AGREEMENT USER INSTRUCTIONS
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>