

Procurement Division 707 Third Street, 2nd Floor, MS #2-202 West Sacramento, CA 95605-2811

State of California SOFTWARE LICENSING PROGRAM (SLP) AGREEMENT



Contractor: Allied Networks Solutions Inc

Contract Number: SLP-25-70-0027U

SLP Contract Term: 01/06/2025 through 01/06/2028

Contract Base: OpenText Offer Number OpenText-SLP-2024

This contract is available for use by State of California departments and any city, county, special district, educational agency, local government body or corporation empowered to expend public funds. While the state makes this contract available, each local agency should make its own determination whether the SLP is consistent with their procurement policies and regulations.

The SLP Contractor is required to provide all SLP contract terms and conditions with the list of products, services and prices.

Terms and conditions listed below are hereby incorporated by reference and made a part of this SLP Agreement as if attached herein and shall apply to the purchase of goods or services made under this Participating Agreement. Contractor non-compliance with the requirements of this contract may result in contract termination.

By signing below, Contractor agrees to the Informational Technology - General Provisions (Non-Cloud Goods and Services and Cloud Computing Services) dated November 11, 2024, and all other provisions included herein.

- 1) General Provisions Information Technology (Non-Cloud) effective 11/12/24
- 2) General Provisions Information Technology (Cloud) effective 11/12/24

T.	For State of CA:	For Contractor:
For	Stephanne Lim Manager Multiple Award Programs Section Procurement Division Department of General Services	Signature President/CEO Printed Title Roger Schnorenberg
	Date	Allied Network Solutions, Inc. Company Name
		Date

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CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

The SLP Contractors are required to provide the entire contract that consists of the following:

- SLP Cover sheet with signatures from the DGS Procurement Division Deputy Director or designee and Contractor.
- Ordering instructions.
- Std. 204 Payee Data Record.
- SLP Contract terms and conditions (General provisions).
- Software License Agreement pricing.
- Supplements, if applicable

CONTRACTOR QUARTERLY REPORTS

SLP Contractors are required to submit a detailed SLP Business Activity Report on a quarterly basis to the SLP Unit.

SLP Quarterly Business Activity Reports are due to the SLP Unit within two weeks after the end of each quarter as shown below:

Quarter	Reporting Period	Due Date
Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

This report shall be emailed to the SLP Unit general e-mail:

SLP@DGS.CA.GOV

Alternatively, this report can be mailed to:

Department of General Services Procurement Division – SLP Unit Attention: Quarterly Report Processing 707 Third Street, MS #2-202 West Sacramento, CA 95605 Reports that include paper checks for quarterly incentive fees must be mailed and shall not be emailed.

For the full instructions on completing and submitting SLP Quarterly Business Activity Reports, reference "ATTACHMENT A" of this agreement.

Important things to remember regarding SLP Quarterly Business Activity Reports:

- A report is required for each SLP, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each SLP agreement.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the SLP contractor for corrections.
- Taxes and freight must not be included in the report.
- New SLP agreements, renewals, and amendments will be approved only if the SLP contractor has submitted all required quarterly reports and incentive fees.
- A quarterly report is required even when there is no activity.

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CONTRACTOR QUARTERLY INCENTIVE FEES

All SLP contractors, including certified Small Businesses and Disabled Veteran Business Enterprises, will be required to pay incentive fees for all orders placed by local government agencies. See the current incentive fees in the <u>DGS Price</u> Book (https://www.dgs.ca.gov/OFS/Price-Book).

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

Local incentive fee payments may be made with a paper check, electronic check or credit card.

Contractor may make an electronic check or credit card payment through the <u>LPA</u> Payment Portal

(https://www.dgs.ca.gov/PD/Services/Page -Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal).

If payment is made with a paper check, the check shall be made payable to the Department of General Services, SLP Unit, and must be mailed to the SLP Unit along with the applicable Quarterly Report.

See the provision in this SLP entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CONTRACTOR INVOICES

Unless otherwise stipulated, the contractor must send their invoices to the department address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number

- State Agency Bill Code
- Line-item number
- Unit price
- Extended line-item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable. The company name on the SLP contract, purchase order and invoice must match, or the State Controller's Office will not approve payment.

CONTRACTOR OWNERSHIP INFORMATION

Allied Network Solutions, Inc is a certified DVBE large business enterprise. Their Office of DVBE Services (OSDS) certification number is #24852.

The current expiration date for this company's certification should be verified at: <u>CaleProcure</u>

(https://caleprocure.ca.gov/pages/index.aspx) or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

1. State Agencies

State agencies are required to obtain a GenAl Reporting and Factsheet (STD 1000) from the Contractor prior to award.

If GenAl is disclosed by the Contractor, state agencies must follow the required GenAl purchase procedures outlined in State Contracting Manual (SCM) Volume 2, Chapter 23, Generative Artificial Intelligence (GenAl). State

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agencies must retain the STD 1000 and confirmation the purchase may proceed in their procurement file.

2. Contractor

Upon request by an ordering agency, Contractor must complete a <u>GenAl</u>
<u>Reporting and Fact Sheet (STD 1000)</u> to identify if their solution or service includes, or makes available, any GenAl including, GenAl 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
GenAl technology, including GenAl from
third parties or subcontractors.
Contractor shall immediately complete
the GenAl Reporting and Factsheet
(STD 1000) to notify the State of any
new or previously unreported GenAl
technology.

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

Failure to disclose GenAl use to the State and submit the GenAl 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 GenAl and/or failure to submit the GenAl 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 GenAl 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 State Contract Administrator.

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 agreement. 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.

AGENCY NON-COMPLIANCE

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Agency non-compliance with the requirements of this contract may result in the loss of delegated purchasing authority to use the SLP.

STATEWIDE CONTRACT ALLIED NETWORK SOLUTIONS, INC OPENTEXT OFFER NUMBER OPENTEXT-SLP-2024 CONTRACT SLP-25-70-0027U

CONTRACT SLP-25-70-0027U			
	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 ATTORN	JEY		
BY: Graig Corwell 3/25/2025 City Attorney Date			
ACCOUNT DATA: M. VENUS RODRIGUEZ			
BY: Verified by Finance Officer			