

**STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICE
PARTICIPATING ADDENDUM NUMBER
CONTRACT NO. 7-17-70-40-05
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 5-15-2026
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: _____
Verified by Finance Officer

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 5

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2472
Carahsoft Technology Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

- 1) **Section 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS** is hereby deleted and replaced with the following:

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 services made under this Participating Addendum.

- 1) Information Technology – General Provisions Cloud – Computing Services, DGS PD 402-ITGP (Cloud), effective 2/20/2025

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

- 2) **Section 19. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted in its entirety.

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

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Carahsoft Technology Corp.

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2025.06.26 17:00:09 -07'00' **6/26/2025**

Madeline Hall 5/19/2025

Authorized Signature Date Signed

Authorized Signature Date Signed

Julie Matthews, MAU2 Supervisor
Printed Name/Title of Person Signing

Madeline Hall - Contracts Manager
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

11493 Sunset Hills Rd, Suite 100, Reston, VA 20190
Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 4

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2472
Carahsoft Technology Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

- 1) **Section 19. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

19. 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.

**Participating Addendum 7-17-70-40-05
Amendment 4**

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

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

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Carahsoft Technology Corp.

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2024.12.20 13:39:21 -08'00' 12/20/2024

Madeline Hall 12/13/2024

Authorized Signature *Date Signed*

Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor

Madeline Hall, Contracts Manager

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Address

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 3

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2472
Carahsoft Technology Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

- 1) **Section 7. PRICING** is revised to read as follows:
 - A. Contractor's pricing is outlined in the Utah NASPO ValuePoint Master Agreement Number AR2472.

- 2) **Section 16. CONTRACT MANAGEMENT, subparagraph A** is revised to read as follows:
 - A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Mariah Edwards
Phone:	(818) 449-3729
Email:	Mariah.Edwards@carahsoft.com
Address:	Carahsoft Technology Corporation Mariah Edwards 11493 Sunset Hills Road, Suite 100 Reston, VA 20190

**Participating Addendum 7-17-70-40-05
Amendment 3**

3) **Section 18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

18. 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.

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

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Carahsoft Technology Corporation

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2023.06.29 16:09:08 -07'00' 6/29/2023

Kristina Smith 06/22/2023

Authorized Signature *Date Signed*

Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor

Kristina Smith, Contracts Director

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

11493 Sunset Hills Rd, Suite 100, Reston, VA 20190

Address

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 2

Cloud Solutions
Utah NASPO ValuePoint Master Agreement Number AR2472
Carahsoft Technology Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

- 1) **Section 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS** is updated to read as follows:
 - 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. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).
 - i. General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014.
 - ii. Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019.
 - iii. Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18.
 - iv. Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS), effective 05/11/16.
- 2) **Section 5. AVAILABLE PRODUCTS AND SERVICES** is updated to read as follows:
 - A. The following service offerings from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:
 - 1) Software as a Service (SaaS)
 - 2) Infrastructure as a Service (IaaS)
 - 3) Platform as a Service (PaaS)
- 3) **Section 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)** is updated to read as follows:
 - A. The following product/service offerings are disallowed for state agencies under this Participating Addendum:
 - 1) Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

**Participating Addendum 7-17-70-40-05
Amendment 2**

- B. 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. Prior to issuing a purchase order, State agencies are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).
- C. State agencies must first obtain approval by the California Department of Technology (CDT) to use this Participating Addendum for Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS) purchases in accordance with [Technology Letter 17-06](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf) (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf).

4) **Section 14. CONTRACT MANAGEMENT subpart A** is updated to read as follows:

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

Contractor: Carahsoft Technology Corp.
Name: Alex Cord
Phone: 703-871-8500
E-Mail: Alex.Cord@Carahsoft.com
Address: 11493 Sunset Hills Road, Suite 100
Reston, VA 20190

5) **Section 9 FULFILLMENT PARTNERS/AUTHORIZED RESELLERS** is updated to read as follows:

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
 - 1) Orders may be placed with the Contractor or Authorized Resellers.
 - 2) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
 - 3) 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.
 - 4) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

**Participating Addendum 7-17-70-40-05
Amendment 2**

- 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 contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.
- 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.

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

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

STATE OF CALIFORNIA

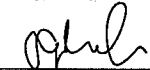
CONTRACTOR

Department of General Services

Carahsoft Technology Corp.

Agency Name

Contractor Name



August 11, 2021



8/11/2021

Authorized Signature

Date Signed

Authorized Signature

Date Signed

Stephanne Lim, MAU2 Supervisor

Kristina Smith - Director of Contracts

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Address

Address

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05
AMENDMENT NO. 1**

Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2472
Carahsoft Technology Corp.

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-05 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100 Tempe, AZ 85283

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Allied Network Solutions, Inc.
5718 Lonetree Blvd., Rocklin, CA 95765

Contact: Roger Schnorenberg
Phone: 916/774-2670 X101
E-mail: Rschnorenberg@ans-it.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Data Path Inc.
318 McHenry Ave., Modesto, CA 95354

Contact: Brian Jump
Phone: 209/312-9808
E-mail: BJump@mydatapath.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CSales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Eventus Solutions Group LLC
9777 Pyramiel Court, Suite 160, Englewood, CA 80112

Contact: Craig Tobin
Phone: 303/376-6161
E-mail: Craigtobin@eventusg.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o HF Tech Services, Inc.
5777 Madison Avenue, Suite 1060, Sacramento, CA 95841

Contact: Allan P. Hart
Phone: 916/690-5056
E-mail: allan@hftechservices.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Savant Solutions, Inc. which will do business in California as [Savant Solutions Group]
1931 H Street, Sacramento, CA 95811

Contact: Caleb Kwong
Phone: 916/836-8182
E-mail: Caleb@savantsolutions.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o SHI International, Corp.
290 Davidson Avenue, Somerset, NJ 08873

Contact: Nick Grappone
Phone: 732/564-8189
E-mail: Nick_Grappone@shi.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Solutions Simplified
8880 Cal Center Drive, Suite 400, Sacramento, CA 95826

Contact: Rachel DaValle
Phone: 530/521-0576
E-mail: Rachel.Davalle@solutionssimplified.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: Bear.Williams@tabordasolutions.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o vCloud Tech Inc.
609 Deep Valley Drive, Suite 200, Rolling Hills Estates, CA 90274

Contact: Nadia Khan
Phone: 424/703-4135
E-mail: nadiakhan@vcloudtech.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS. When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

Participating Addendum No. 7-17-70-40-05
Amendment #1
Carahsoft Technology Corp.

NOTE: 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.

All other terms and conditions of the Participating Addendum shall remain the same.

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

Participating State:

State of California,
Department of General Services

By: 

for Name: Angela Shell

Title: Deputy Director

Date: May 1, 2018

Contractor:

Carahsoft Technology Corp.

By: 

Name: Robert R. Moore

Title: Vice President

Date: April 25, 2018

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05
Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2472
Carahsoft Technology Corp.

This Participating Addendum Number 7-17-70-40-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Carahsoft Technology Corp. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2472.

1. SCOPE

- A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2472 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).
- B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price 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.

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 services made under this Participating Addendum.

- 1) **General Provisions – Information Technology (GSPD-401IT)**, effective 9/5/2014. The twelve (12) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.
Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.
- 2) **Cloud Computing Special Provisions for Software as a Service (SaaS)**, effective 9/3/14. The five (5) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

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

- A. California Participating Addendum Number 7-17-70-40-05
- B. Utah NASPO ValuePoint Master Agreement Number AR2472
- C. Utah Solicitation CH16012 including all Addendums
- D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES – These restrictions are not applicable to political subdivisions/local governments.

- A. The following service offerings are prohibited under this Participating Addendum:
 1. Infrastructure as a Service (IaaS)
 2. Platform as a Service (PaaS)
 3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services
- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

7. PRICING

- A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.
- B. The Price Schedule shall include the following:
 - 1) Service Category (SaaS) Description
 - 2) List Price
 - 3) Discount off List Price
 - 4) Contract Price
- C. Contractor shall obtain prior approval from Utah NASPO ValuePoint Contract Administrator, and submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

- A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CSales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: bear.williams@tabordasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO CARAHSOFT TECHNOLOGY CORP. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: 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 Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/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.

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. 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 State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. 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 report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.
- C. 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 business days of the date of written notification from the State.
- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

- G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

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

14. CONTRACT MANAGEMENT

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

Contractor: Carahsoft Technology Corp.
Name: Jack Dixon
Phone: 703-230-7545
Fax: 703-871-8505
E-Mail: naspo@carahsoft.com
Address: 1860 Michael Faraday Drive, Ste 100
Reston, VA 20190

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

Name: Yolanda Tutt
Phone: 916.375.4408
Fax: 916.375.4663
E-Mail: yolanda.tutt@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 business days after the change.

15. 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, nondisrupted 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.

16. 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.

17. 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 below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.
- C. 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

Agency Name

 9/15/2017
Signature of Authorized Signer *Date Signed*

Carahsoft Technology Corp.

Contractor Name

 August 9, 2017
Signature of Authorized Signer *Date Signed*

Ricardo Martinez, Acting Deputy Director

Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

Address

Ellen Lord, Contracts Manager

Printed Name and Title of Authorized Signer

1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

Address



COOPERATIVE AGREEMENT USER INSTRUCTIONS NON-MANDATORY

****Supplement 20****

****(Incorporates Supplements 1-19)****

Effective Date: ****09/05/2025****

TITLE	DESCRIPTION
TITLE/DESCRIPTION:	Cloud Solutions (NASPO ValuePoint Cooperative Agreement)
CONTRACT NUMBERS:	7-17-70-40-01 Insight Public Sector, Inc.
	7-17-70-40-03 Quest Media & Supplies, Inc.
	7-17-70-40-04 Strategic Communications LLC
	7-17-70-40-05 Carahsoft Technology Corporation
	7-17-70-40-06 Unisys Corporation
	7-17-70-40-08 The Consultants Consortium, Inc.
	7-17-70-40-09 DLT Solutions, LLC
	7-17-70-40-10 Guidesoft, Inc.
	7-18-70-40-01 ATOS IT Solutions and Services, Inc.
	7-21-70-40-11 Hewlett Packard Enterprise Company
	7-21-70-40-12 Red River Technology, LLC
	7-21-70-40-13 CherryRoad Technologies, Inc.
	7-21-70-40-14 NWN Corporation which will do business in California as NWN Solutions Corporation
	7-22-70-40-15 Kyndryl, Inc.
7-23-70-40-16 Presidio Networked Solutions Group, LLC	
7-24-70-40-17 Workday, Inc.	
7-24-70-40-18 Gainwell Technologies, LLC	
7-24-70-40-19 SHI International Corp.	
7-25-70-40-20 Hyland Software, Inc.	
CONTRACT TERM:	Various through 09/15/2026
CONTRACT CATEGORY:	IT Services
MAXIMUM ORDER LIMIT:	State Agencies: Refer to Section 6.C Local Agencies: Unlimited
FOR USE BY:	State and Local Agencies (Refer to Section 2)
STATE CONTRACT ADMINISTRATOR:	Yolanda Tutt (279) 946-8401 Yolanda.Tutt@dgs.ca.gov

COOPERATIVE AGREEMENT USER INSTRUCTIONS
NASPO ValuePoint Cloud Solutions

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

Yolanda Tutt, 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	Effective Date
20	<p><i>*Supplement 20 incorporates the following changes:</i></p> <ul style="list-style-type: none"> • <i>Attachment A (Contractor Information) – Updated Contract Administrator Contact and Ordering Information for:</i> <ul style="list-style-type: none"> ○ <i>7-22-70-40-15 (Kyndryl, Inc.)</i> ○ <i>7-24-70-40-17 (Workday, Inc.)*</i> 	<i>*09/05/2025*</i>
19	<p>Supplement 19 incorporates the following changes:</p> <ul style="list-style-type: none"> • Attachment A (Contractor Information) – Updated Contract Administrator Contact and Ordering Information for: <ul style="list-style-type: none"> ○ 7-23-70-40-16 (Presidio Networked Solutions Group, LLC) ○ 7-24-70-40-18 (Gainwell Technologies, LLC) 	6/27/2025
18	<p>Supplement 18 incorporates the following changes:</p> <ul style="list-style-type: none"> • Section 6.H – Updated language. • Section 7.A.1.a – Updated language. 	5/30/2025
17	<p>Supplement 17 incorporates the following changes:</p> <ul style="list-style-type: none"> • Cover Page and Attachment A (Contractor Information) – Removed Cooperative Agreement 7-17-70-40-02 (Broadvoice). Added new Cooperative Agreements: <ul style="list-style-type: none"> ○ 7-24-70-40-18 (Gainwell Technologies, LLC) ○ 7-24-70-40-19 (SHI International, Corp.) ○ 7-25-70-40-20 (Hyland Software, Inc.). • Section 6.H – Added Generative Artificial Intelligence (GenAI) Reporting requirement. • Section 9 – Added Certification of Payment Options – Military & Veterans Code §§999.5 and 999.7(a) (SB588) language. 	2/13/2025
16	<p>Supplement 16 incorporates the following change:</p> <ul style="list-style-type: none"> • Cover Page and Attachment A (Contractor Information) – Added new Cooperative Agreement 7-24-70-40-17 (Workday, Inc.). 	6/06/2024

COOPERATIVE AGREEMENT USER INSTRUCTIONS
 NASPO ValuePoint Cloud Solutions

Supplement Number	Description/Sections	Effective Date
15	Supplement 15 incorporates the following change: <ul style="list-style-type: none"> • Attachment A (Contractor Information) – <ul style="list-style-type: none"> ○ Updated 7-21-70-40-13 (CherryRoad Technologies, Inc.) Contract Administrator Contact Information. 	4/16/2024
14	Supplement 14 incorporates the following change: <ul style="list-style-type: none"> • Attachment A (Contractor Information) – <ul style="list-style-type: none"> ○ Updated 7-18-70-40-06 (Unisys Corporation) Contract Administrator Contact Information revised. 	1/08/2024
13	Supplement 13 incorporates the following change: <ul style="list-style-type: none"> • Attachment A (Contractor Information) – <ul style="list-style-type: none"> ○ 7-18-70-40-01 (ATOS IT Solutions and Services, Inc.) – Updated product/service categories, price list, and ordering address. 	9/22/2023
12	Supplement 12 incorporates the following changes: <ul style="list-style-type: none"> • Cover Page and Attachment A (Contractor Information) – Added new Cooperative Agreement 7-23-70-40-16 (Presidio Networked Solutions Group, LLC). • Updated Supplement 11 Description/Sections. 	7/28/2023

COOPERATIVE AGREEMENT USER INSTRUCTIONS
 NASPO ValuePoint Cloud Solutions

Supplement Number	Description/Sections	Effective Date
11	Supplement 11 incorporates the following changes: <ul style="list-style-type: none"> • Attachment A (Contractor Information) – <ul style="list-style-type: none"> ○ 7-17-70-40-01 (Insight Public Sector, Inc.) – Updated price list. ○ 7-17-70-40-02 (Broadvoice) – Updated price list and contract administrator. ○ 7-17-70-40-03 (Quest Media & Supplies, Inc.) – Updated price list. ○ 7-17-70-40-04 (Strategic Communications LLC) – Updated price list. ○ 7-17-70-40-05 (Carahsoft Technology Corporation) – Updated price list. ○ 7-17-70-40-06 (Unisys Corporation) – Updated price list. ○ 7-17-70-40-08 (The Consultants Consortium, Inc.) – Updated price list. ○ 7-17-70-40-09 (DLT Solutions, LLC) – Updated product/service categories, price list, contract administrator, and ordering information. ○ 7-17-70-40-10 (GuideSoft, Inc.) – Updated price list, contract administrator, and ordering information. 	6/29/2023
10	Supplement 10 incorporates the following change: <ul style="list-style-type: none"> • Attachment A (Contractor Information) – Updated Contract Administrator Contact and Ordering Information for: <ul style="list-style-type: none"> ○ 7-22-70-40-15 (Kyndryl, Inc.) 	5/19/2023
9	Supplement 9 incorporates the following change: <ul style="list-style-type: none"> • Attachment A (Contractor Information) – Updated Contract Administrator Contact and Ordering Information for: <ul style="list-style-type: none"> ○ 7-19-70-40-05 (Carahsoft Technology Corporation) 	1/20/2023
8	Supplement 8 incorporates the following changes: <ul style="list-style-type: none"> • Cover Page and Attachment A (Contractor Information) – Added new Cooperative Agreement 7-22-70-40-15 (Kyndryl, Inc.). 	12/20/2022

COOPERATIVE AGREEMENT USER INSTRUCTIONS
NASPO ValuePoint Cloud Solutions

Supplement Number	Description/Sections	Effective Date
7	<p>Supplement 7 incorporates the following changes:</p> <ul style="list-style-type: none"> • Cover Page – Updated Maximum Order Limit. • Section 1 (Scope and Overview) – Updated language. • Section 6.C (Order Limits/Dollar Thresholds) – Updated language. • Attachment A (Contractor Information) – Updated Contract Administrator Contact for 7-21-70-40-13 (CherryRoad Technologies, Inc.) 	8/30/2022
6	<p>Supplement 6 incorporates the following changes:</p> <ul style="list-style-type: none"> • Attachment A (Contractor Information) – Updated Contract Administrator Contact and Ordering Information for: <ul style="list-style-type: none"> ○ 7-19-70-40-01 (Insight Public Sector, Inc) ○ 7-19-70-40-03 (Quest Media & Supplies, Inc.) ○ 7-19-70-40-05 (Carahsoft Technology Corporation) ○ 7-19-70-40-06 (Unisys Corporation) ○ 7-19-70-40-09 (DLT Solutions, LLC) ○ 7-18-70-40-01 (ATOS IT Solutions and Services, Inc.). 	6/23/2022
5	<p>Supplement 5 incorporates the following changes:</p> <ul style="list-style-type: none"> • Cover Page and Attachment A (Contractor Information) – Added new Cooperative Agreement 7-21-70-40-14 (NWN Corporation which will do business in California as NWN Solutions Corporation). • Section 7.C (Ordering Procedures) – Corrected language regarding FI\$Cal procedures. 	3/01/2022
4	<p>Supplement 4 incorporates the following changes:</p> <ul style="list-style-type: none"> • Cover Page and Section 4 (Contract Administrator) – State Contract Administrator phone number revised to (279) 946-8401. 	11/29/2021
3	<p>Supplement 3 incorporates the following changes:</p> <ul style="list-style-type: none"> • Updated Attachment A – <ul style="list-style-type: none"> ○ Insight Public Sector, Inc. – Updated service offering. ○ The Consultants Consortium, Inc. – Updated service offering. 	8/25/2021

COOPERATIVE AGREEMENT USER INSTRUCTIONS
NASPO ValuePoint Cloud Solutions

Supplement Number	Description/Sections	Effective Date
2	<p>Supplement 2 incorporates the following changes:</p> <ul style="list-style-type: none"> • Updated User Instructions format • Cover Page and Attachment A – <ul style="list-style-type: none"> ○ Removed collab9 Inc. (7-17-70-40-07 expired 7/26/2021). ○ Added new Contractors: <ul style="list-style-type: none"> • Hewlett Packard Enterprise Company (7-21-70-40-11) • Red River Technology, LLC (7-21-70-40-12) • CherryRoad Technologies, Inc. (7-21-70-40-13) • Section 5.C (Available Products and Services) – Updated to allow Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) purchases. • Section 5.D (Restrict Products and Services) – Updated to require California Department of Technology (CDT) approval for IaaS and PaaS purchases. • Attachment A – <ul style="list-style-type: none"> ○ ATOS IT Solutions & Services, Inc. – Updated contact information and Master Agreement number. ○ Carahsoft Technology Corp. – Updated contact information and service offering. ○ Insight Public Sector – Updated contact information. ○ Quest Media & Supplies, Inc. – Updated zip code. ○ Strategic Communications LLC – Updated contact information and service offering. ○ Unisys Corporation – Updated contact information and service offering. 	8/20/2021
1	<p>Supplement 1 includes the following changes:</p> <ul style="list-style-type: none"> • Cover Page and Attachment A (Contract Number and Contract Information) – Updated to include ATOS IT Solutions and Services, Inc. • Section 6.B (Contract Usage/Rules) – Updated to include Acquisition Method and Acquisition Type. • Section 3.6 (Contract Usage/Rules) – Updated to reflect additional language. 	11/29/2018
N/A	Original User Instructions posted.	10/20/2017

Table of Contents

SUMMARY OF CHANGES	3
USER INSTRUCTIONS	9
1. SCOPE AND OVERVIEW	9
2. CONTRACT AVAILABILITY	9
A. State Agencies	9
B. Local Governmental Agencies	9
3. CONTRACT TERM	9
4. CONTRACT ADMINISTRATOR	10
5. CONTRACT INFORMATION	10
A. Lead State Agreement (NASPO ValuePoint Base Contract)	10
B. California Cooperative Agreements (Participating Addendum Documents)	10
C. Available Products and Services	10
D. Restricted/Disallowed Products and Services (State Agencies Only)	11
E. Contractor Pricing	11
F. Small Business/Disabled Veteran Business Enterprise Participation	11
G. Recycled Content	12
H. DGS Administrative Fee	12
6. CONTRACT USAGE/RULES	12
A. Adherence to Applicable Laws (State Agencies Only)	12
B. Purchasing Authority (State Agencies Only)	12
C. Order Limits/Dollar Thresholds (State Agencies Only)	13
D. California Seller's Permit (State Agencies Only)	13
E. Darfur Contracting Act Certification (State Agencies Only)	13
F. Civil Rights Certification (orders ≥ \$100,000) (State Agencies Only)	13
G. Iran Contracting Act Certification (orders over \$1 million) (State Agencies Only)	13
H. Generative Artificial Intelligence (GenAI) (State Agencies Only)	13
7. ORDERING PROCEDURES	13
A. Contractor Selection Process	13
B. Authorized Resellers	14
C. Purchase Order Form and Execution	15
8. INVOICING AND PAYMENT	15
A. Payment Terms	15
B. Payee Data Record	16
C. CAL-Card	16
D. Golden State Financial Marketplace (GS \$Mart)	16
9. CERTIFICATION OF PAYMENT OPTIONS – MILITARY & VETERANS CODE §§999.5 and 999.7(a) (SB588)	16
10. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE	17
ATTACHMENT A – Contractor Information	18

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 Cloud Solutions Master Agreements executed by the State of Utah.
- 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 this contract 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 September 15, 2026, 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 after the California Cooperative Agreement expiration date.

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:	Yolanda Tutt
Phone:	(279) 946-8401
Email:	Yolanda.Tutt@dgs.ca.gov
Address:	DGS, Procurement Division Attn: Yolanda Tutt 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)

The California Cooperative Agreements are based on some or all of the products, services and prices from the NASPO ValuePoint Cloud Solutions Master Agreements issued by the State of Utah. Copies of the Utah agreements are available on the [NASPO ValuePoint Cloud Solutions Portfolio website](https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/) (<https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/>).

B. California Cooperative Agreements (Participating Addendum Documents)

California Cooperative Agreements and related documents are posted in [Cal eProcure](https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx) (<https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx>). Direct links to each agreement in Cal eProcure are found in Attachment A.

C. Available Products and Services

Contractors may offer the following services under these Cooperative Agreements:

- Software as a Service (SaaS) Solutions – Cloud based phone systems, unified communications, enterprise resource planning (ERP) and modules, desktop as a service, programs to combat fraud, waste and abuse, data analytics, e-mail, security workforce management, mobile case management and more.

- Infrastructure as a Service (IaaS) Solutions – Includes cloud hosting services, combining IaaS with a range of managed services and system integration to deliver secure, scalable, and reliable computing and storage solutions and more.
- Platform as a Service (PaaS) Solutions – Includes application development through a variety of platforms both directly from awarded solution providers and through business partners. Including, access to a variety of service providers that can help develop PaaS solutions.

Refer to **Attachment A – Contractor Information** for specific service offerings for each Contractor.

D. Restricted/Disallowed Products and Services (State Agencies Only)

The following restrictions apply to state agency purchases under these Cooperative Agreements. Restrictions are not applicable to local governments.

- 1) Additional Value-Added Services are disallowed, including the following:
 - Maintenance Service; Professional Services, including Deployment Services; Consulting/Advisory Services; Architectural Design Services, and Statement of Work Services.
- 2) Service categories available on mandatory California statewide contracts cannot be purchased by state agencies from these Cooperative Agreements without an exemption. State agencies are responsible for obtaining an exemption from DGS prior to issuing a purchase order.
- 3) If using these Cooperative Agreements for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), state agencies must first obtain approval by the California Department of Technology (CDT) in accordance with Technology Letter (TL) 17-06 (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf). State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

E. Contractor Pricing

Pricing is based on a discount off list price. Contractors may offer greater discounts and/or lower prices than those published on their Price List. Links to each Contractor's Price List 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 possessed by the Prime Contractor are shown in Attachment A. Authorized Reseller certifications are identified in the Contractor's Approved Authorized Reseller listing.
- 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

There is no recycled content associated with this agreement.

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 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 agreements are:

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

Prior to executing subscription agreements, 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 \(www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority\)](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

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

Not Applicable.

E. Darfur Contracting Act Certification (State Agencies Only)

It is the state agency's responsibility to obtain a Darfur Contracting Act Certification.

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

It is the state agency's responsibility to obtain a signed California Civil Rights Laws Attachment.

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

It is the state agency's responsibility to obtain an Iran Contracting Act Certification. Prior to award, the state agency must also 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 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 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 the services requested, and
 - 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 Contractors.
- If multiple Contractors are solicited and less than three 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 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 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 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 their agency's internal 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 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 forward a copy of the STD 204 to their accounting office. 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	7-17-70-40-01
Contractor Name	Insight Public Sector, Inc.
Term	9/20/2017 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-17-70-40-01 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2485
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Seller's Permit Number	N/A
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/insight-public-sector-inc/)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Brittany Dunaway Phone: (480) 366-7029 Email: SLEDcontracts@insight.com
Ordering Address	Insight Public Sector, Inc. Attn: Brittany Dunaway 6820 Harl Avenue Tempe, AZ 85283
Ordering Email	Chris.Robertson@Insight.com
Ordering Fax	N/A
Ordering Contact	Chris Robertson (480) 409-6775
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-17-70-40-03
Contractor Name	Quest Media & Supplies, Inc.
Term	9/15/2017 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-17-70-40-03 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2505
Product/Service Categories	Software as a Service (SaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/quest-media-supplies-inc/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Ryan O'Keeffe Phone: (916) 338-7070 Email: NASPOValuePoint@questsys.com
Ordering Address	Quest Media & Supplies, Inc. 9000 Foothills Blvd, Ste 100 Roseville, CA 95747
Ordering Email	NASPOValuePoint@questsys.com
Ordering Fax	(916) 344-5924
Ordering Contact	Ryan O'Keeffe (916) 338-7070
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-17-70-40-03 webpage 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>

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-17-70-40-04
Contractor Name	Strategic Communications LLC
Term	9/15/2017 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-17-70-40-04 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2490
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/strategic-communications-llc/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Blake Kelly Phone: (844) 243-2053 Email: Bkelly@yourstrategic.com
Ordering Address	Strategic Communications LLC Attn: Blake Kelly 310 Evergreen Road Louisville, KY 40243
Ordering Email	Bkelly@yourstrategic.com
Ordering Fax	N/A
Ordering Contact	Blake Kelly (844) 243-2053
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-17-70-40-05
Contractor Name	Carahsoft Technology Corporation
Term	9/15/2017 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-17-70-40-05 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2472
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Mariah Edwards Phone: (703) 889-9734 Email: Mariah.Edwards@carahsoft.com
Ordering Address	Carahsoft Technology Corporation Attn: Mariah Edwards 11493 Sunset Hills Road, Suite 100 Reston, VA 20190
Ordering Email	naspo@carahsoft.com
Ordering Fax	N/A
Ordering Contact	Mariah Edwards (703) 889-9734
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-17-70-40-05 webpage 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>

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-17-70-40-06
Contractor Name	Unisys Corporation
Term	9/15/2017 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-17-70-40-06 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2492
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/unisys-corporation/)
Seller's Permit Number	N/A
CAL-Card Accepted	No
SB/DVBE Certification	None
Contract Administrator Contact Information	Rob Silverberg Phone: (925) 639-8082 Email: Rob.Silverberg@unisys.com
Ordering Address	Unisys Corporation Attn: Rob Silverberg 5451 Great America Pkwy #125 Santa Clara, CA 95054
Ordering Email	Rob.Silverberg@unisys.com
Ordering Fax	N/A
Ordering Contact	Rob Silverberg (925) 639-8082
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-17-70-40-08
Contractor Name	The Consultants Consortium, Inc.
Term	9/15/2017 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-17-70-40-08 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2491
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/tcc-software-solutions/)
Seller's Permit Number	N/A
CAL-Card Accepted	No
SB/DVBE Certification	None
Contract Administrator Contact Information	Mike Boyle Phone: (317) 625-2547 Email: Mike.Boyle@e-tcc.com
Ordering Address	The Consultants Consortium, Inc. Attn: Mike Boyle 1022 East 52 nd Street Indianapolis, IN 46205
Ordering Email	Mike.Boyle@e-tcc.com
Ordering Fax	(317) 638-0397
Ordering Contact	Mike Boyle (317) 625-2547
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-17-70-40-09
Contractor Name	DLT Solutions, LLC
Term	10/5/2017 through 9/15/2026
Link to Cal eProcure	Cal e Procure 7-17-70-40-09 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2480
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/dlt-solutions/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Adam Pritchard Phone: (916) 425-3739 Email: Adam.Pritchard@dlt.com
Ordering Address	DLT Solutions, LLC Attn: Adam Pritchard 2411 Dulles Corner Park, Suite 800 Herndon, VA 20171
Ordering Email	Adam.Pritchard@dlt.com
Ordering Fax	N/A
Ordering Contact	Adam Pritchard (916) 425-3739
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-17-70-40-10
Contractor Name	GuideSoft, Inc.
Term	10/3/2017 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-17-70-40-10 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2504
Product/Service Categories	Software as a Service (SaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/knowledge-services/)
Seller's Permit Number	N/A
CAL-Card Accepted	No
SB/DVBE Certification	None
Contract Administrator Contact Information	Katie Belange Phone: (317) 806-6197 Email: naspocontracts@knowledgeservices.com
Ordering Address	GuideSoft, Inc. Attn: Katie Belange 5875 Castle Creek Pkwy N Drive, Suite 400 Indianapolis, IN 46250
Ordering Email	naspocontracts@knowledgeservices.com
Ordering Fax	(317) 578-7600
Ordering Contact	Katie Belange (317) 806-6197
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-18-70-40-01
Contractor Name	ATOS IT Solutions and Services, Inc.
Term	11/14/2018 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-18-70-40-01 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2471
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/atos-it-solutions-services-inc/)
Seller's Permit Number	N/A
CAL-Card Accepted	No
SB/DVBE Certification	None
Contract Administrator Contact Information	Pamela Kunhart Phone: (916) 425-3739 Email: Pamela.Kunhart@atos.net
Ordering Address	ATOS IT Solutions and Services, Inc. Attn: Pamela Kunhart 5920 Windhaven Parkway, Suite 120 Plano, TX 75093
Ordering Email	Pamela.Kunhart@atos.net
Ordering Fax	N/A
Ordering Contact	Pamela Kunhart (916) 425-3739
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-21-70-40-11
Contractor Name	Hewlett Packard Enterprise Company
Term	8/19/2021 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-21-70-40-11 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR3104
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/hewlett-packard-enterprise-company/)
Seller's Permit Number	N/A
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: Nancy Schwarz 11445 Compaq Center West Drive Houston, TX 77070
Ordering Email	Nancy.Schwarz@hpe.com
Ordering Fax	N/A
Ordering Contact	Nancy Schwarz (480) 636-0267
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-21-70-40-11 webpage . 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>

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-21-70-40-12
Contractor Name	Red River Technology, LLC
Term	8/17/2021 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-21-70-40-12 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR3114
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/red-river-technology-llc/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Phillip Wieser Phone: (703) 880-9792 Email: Phillip.Wieser@redriver.com
Ordering Address	Red River Technology, LLC Attn: Phillip Wieser 21 Water Street, Suite #500 Claremont, NH 03743
Ordering Email	Phillip.Wieser@redriver.com
Ordering Fax	N/A
Ordering Contact	Phillip Wieser (703) 880-9792
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-21-70-40-13
Contractor Name	CherryRoad Technologies, Inc.
Term	8/17/2021 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-21-70-40-13 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2476
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/cherryroad-technologies-inc/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contract Administrator Contact Information	Amy Werthmann Phone: (708) 220-6225 Email: AWerthmann@cherryroad.com
Ordering Address	CherryRoad Technologies, Inc. Attn: Amy Werthmann 6 Upper Pond Road, 2 nd Floor Parsippany, NJ 07054
Ordering Email	AWerthmann@cherryroad.com
Ordering Fax	N/A
Ordering Contact	Amy Werthman (708) 220-6225
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-21-70-40-14
Contractor Name	NWN Corporation which will do business in California as NWN Solutions Corporation
Term	2/24/2022 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-21-70-40-14 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR3111
Product/Service Categories	Software as a Service (SaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/nwn-corporation/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	N/A
Contract Administrator Contact Information	Kathy Thomas Phone: (916) 637-2185 Email: KThomas@nwnit.com
Ordering Address	NWN Corporation which will do business in California as NWN Solutions Corporation Attn: Kathy Thomas 2969 Prospect Park Drive, Suite 225 Rancho Cordova, CA 95670
Ordering Email	KThomas@nwnit.com
Ordering Fax	N/A
Ordering Contact	Kathy Thomas (916) 637-2185
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-22-70-40-15
Contractor Name	Kyndryl, Inc.
Term	12/15/2022 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-22-70-40-15 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR3710
Product/Service Categories	Infrastructure as a Service (IaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/kyndryl/)
Seller's Permit Number	N/A
CAL-Card Accepted	No
SB/DVBE Certification	N/A
Contract Administrator Contact Information	<i>*Jeanie French* [John McCready]</i> Phone: <i>*(949) 357-3585* [(916) 947-4399]</i> Email: <i>*Jeanie.French@kyndryl.com*</i> <i>[John.McCready@kyndryl.com]</i>
Ordering Address	Kyndryl, Inc. Attn: <i>*Jeanie French* [John McCready]</i> One Vanderbilt Avenue, 15 th Floor New York, NY 10017
Ordering Email	<i>*Jeanie.French@kyndryl.com*</i> <i>[John.McCready@kyndryl.com]</i>
Ordering Fax	N/A
Ordering Contact	<i>*Jeanie French (949) 357-3585*</i> <i>[John McCready (916) 947-4399]</i>
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-23-70-40-16
Contractor Name	Presidio Networked Solutions Group, LLC
Term	07/27/2023 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-23-70-40-16 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR3113
Product/Service Categories	Software as a Service (SaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/presidio-networked-solutions-llc/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	N/A
Contract Administrator Contact Information	Erik Hayko Phone: (608) 371-6750 Email: dlslednational@presidio.com
Ordering Address	Presidio Networked Solutions Group, LLC Attn: Sales Directors 400 Capitol Mall, Suite 09-106 Sacramento, CA 95814
Ordering Email	dlslednational@presidio.com ; klarick@presidio.com , lwaelde@presidio.com
Ordering Fax	N/A
Ordering Contact	Erik Hayko (608) 371-6750
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-24-70-40-17
Contractor Name	Workday, Inc.
Term	06/06/2024 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-24-70-40-17 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2507
Product/Service Categories	Software as a Service (SaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/workday-inc/)
Seller's Permit Number	N/A
CAL-Card Accepted	No
SB/DVBE Certification	N/A
Contract Administrator Contact Information	<i>*Anastasia Foerschner* [Sherry Amos]</i> Phone: <i>*(925) 951-9757* [(703) 402-3476]</i> Email: <i>*Anastasia.Foerschner@workday.com*</i> <i>[sherry.amos@workday.com]</i>
Ordering Address	Workday, Inc. Attn: <i>[Sherry Amos]</i> 6110 Stoneridge Mall Road Pleasanton, CA 94588
Ordering Email	<i>*joshua.sorethharman@workday.com*</i> <i>[sherry.amos@workday.com]</i>
Ordering Fax	(925) 951-9001
Ordering Contact	<i>*Joshua Soreth-Harman (610) 348-7981*</i> <i>[Sherry Amos (703) 402-3476]</i>
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-24-70-40-18
Contractor Name	Gainwell Technologies, LLC
Term	12/20/2024 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-24-70-40-18 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR3904
Product/Service Categories	Software as a Service (SaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/gainwell-technologies-llc/)
Seller's Permit Number	N/A
CAL-Card Accepted	No
SB/DVBE Certification	N/A
Contract Administrator Contact Information	Dave Gilbert Phone: 617) 212-2649 Email: NASPO@gainwelltechnologies.com
Ordering Address	Gainwell Technologies, LLC Attn: Monica Weeks 620 Roseville Pkwy Roseville, CA 95747
Ordering Email	monica.weeks@gainwelltechnologies.com
Ordering Contact	Monica Weeks (310) 463-0524
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	Agreement Detail
Cooperative Agreement	7-24-70-40-19
Contractor Name	SHI International Corp
Term	2/13/2025 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-24-70-40-19 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR2488
Product/Service Categories	Software as a Service (SaaS) Infrastructure as a Service (IaaS) Platform as a Service (PaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/shi-international-corp/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	N/A
Contract Administrator Contact Information	Nicole Rasky Phone: (732) 584-8227 Email: naspo_cloud@shi.com
Ordering Address	SHI International Corp Attn: California Gov Inside Team 290 Davidson Avenue Somerset, NJ 08873
Ordering Email	CaliforniaGov@shi.com
Ordering Contact	California Gov Inside Team (908) 432-2254
Authorized Resellers (Refer to Section 7.B)	N/A

Attachment A – Contractor Information, continued

Item	<i>Agreement Detail</i>
Cooperative Agreement	7-25-70-40-20
Contractor Name	Hyland Software, Inc.
Term	2/12/2025 through 9/15/2026
Link to Cal eProcure	Cal eProcure 7-25-70-40-20 webpage
Lead State Agreement	Utah NASPO ValuePoint Master Agreement AR3106
Product/Service Categories	Software as a Service (SaaS)
Price List	NASPO ValuePoint website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/hyland-software-inc/)
Seller's Permit Number	N/A
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	N/A
Contract Administrator Contact Information	Steph Gowin Phone: (216) 396-0261 Email: steph.gowin@hyland.com
Ordering Address	Hyland Software, Inc. Attn: Steph Gowin 28105 Clemens Road Westlake, OH 44145
Ordering Email	governmentcontracts@hyland.com
Ordering Contact	Steph Gowin
Authorized Resellers (Refer to Section 7.B)	N/A

APPROVED AUTHORIZED RESELLERS

Participating Addendum: [7-17-70-40-05](#)
 NASPO ValuePoint Cloud Solutions
 Contractor Name: Carahsoft Technology Corp
 Revision Date: 2/2/2026

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 Fax	Ordering Email	Customer Service Phone	Sales Contact (if applicable)	California Certification # (SB/DVBE)	Contract ID (For FISCAL purposes only)
4Tech Solutions, LLC	104 Robson Trail, McDonough, GA 30252	N/A	Lindsay@4tech4me.com	770-241-0670	Lindsay Martin	N/A	7-17-70-40-05.78
Acuity Technical Solutions LLC	9171 E Laguna Way Elk Grove, CA 95758	N/A	alysa@acuitytechnical.com	805-210-6743	Alyssa Pacheco	2025892	7-17-70-40-05.65
Ahead, Inc. dba Kovarus, Inc.	1415 W 22nd St, Suite 600E, Oak Brook, IL, 60523	N/A	sin.bigelow@ahead.com	916-752-9889	Sin Bigelow	N/A	7-17-70-40-05.79
Alacrinet Consulting Services, Inc.	530 Lytton Ave, 2nd Floor Palo Alto, CA 94301	N/A	laida.bouchard@alacrinet.com	650-646-2674	Loida R. Bouchard	N/A	7-17-70-40-05.66
Allied Network Solutions	5718 Lonetree Blvd Rocklin, CA 95765	N/A	Rschnoorenberg@ans-it.com	916-774-2670 x101	Roger Schnorenberg	24852	7-17-70-40-05.04
AMS.net	502 Commerce Way, Livermore, CA, 94551	N/A	dramirez@ams.net	925-245-6137	Derek Ramirez	N/A	7-17-70-40-05.55
Arctiq US, Inc.	5241 California Ave, Suite 150 Irvine, CA 92617	850-219-7919	Darlene.pricher@dyntek.com	850-219-7917	Darlene Pricher	N/A	7-17-70-40-05.06
Blue Karma Security LLC	251 Posada del Sol, Novato, CA 94949	N/A	jb@bluekarmasecurity.net	408-398-5753	Janine Bodwin	2005768	7-17-70-40-05.57
BorderLAN	950 Boardwalk #300 San Marcos, CA 92078	N/A	diana@borderlan.com	760-736-8100	Diane Rodgers	N/A	7-17-70-40-05.48
Bridge Micro	2091 22nd Ave San Francisco, CA 94116	N/A	byron.ling@bridgemicro.net	415-902-1075	Byron Ling	7704	7-17-70-40-05.67
Carbon 9 Defense LLC	10170 Junction Drive, Suite 430-A, Annapolis Junction, MD 20701	N/A	jthomas@carbon9.com	410-207-5096	John Thomas	N/A	7-17-70-40-05.80
CDW Government LLC	230 N. Milwaukee AVE, Vernon Hills, IL 60061	N/A	capture@cdw.com	800-808-4239	Pam Janutolo	N/A	7-17-70-40-05.58
Computacenter United States Inc.	1 University Ave, Suite 102, Westwood, MA 02090	N/A	Jarell.Williams@computacenter.com	408-432-2511	Jarell Williams	N/A	7-17-70-40-05.71
Conductive Consulting, Inc.	3724 Executive Center Drive, Suite 200, Austin, TX 78731	N/A	rico@conductiveconsulting.com	512-551-0646	Enrico Fantozzi	N/A	7-17-70-40-05.81
Consiliant Technologies LLC	27 Mauchly Suite 208, Irvine, CA 92618	949-625-8958	dave@consiliant.com	949-784-0353	Dave Cerniglia	1746487	7-17-70-40-05.82
Converge Technology Solutions US, LLC	130 Technikigy Parkway Peachtree Corners, GA 30092	N/A	lynda.thomas@convergetp.com	704-618-8316	Lynda Thomas	N/A	7-17-70-40-05.70
ConvergeOne	10900 Nesbitt Ave S. Bloomington, MN 55437	N/A	jhlgreen@convergeone.com	888-321-6227	Jenn Hlgreen	N/A	7-17-70-40-05.36
Crossconnect Engineering, Inc.	1155 Kelly Johnson Blvd., Suite 460, Colorado Springs, CO 80920	N/A	jkronlae@crossconnect.com	719-559-5559	Jeff Kronlage	N/A	7-17-70-40-05.83
Dasher Technologies	675 Campbell Tech Pkwy Suite 100 Campbell, CA 95008	N/A	TeamArmstrong@dasher.com	408-722-8275	Angela Armstrong	N/A	7-17-70-40-05.23
Data Center Warehouse LLC	23041 Avenida De La Carlota, Suite 325, Laguna Hills, CA 92653	N/A	Sergio.Ramalho@4dcw.com	949-424-5150	Sergio Ramalho	N/A	7-17-70-40-05.84
Development Group, Inc.	6704 Lockhead Dr. Redding, CA 96002	N/A	dlockwood@development-group.net	530-229-0071	Daniel Lockwood	N/A	7-17-70-40-05.85

Authorized Reseller Name	Ordering Address	Ordering Fax	Ordering Email	Customer Service Phone	Sales Contact (if applicable)	California Certification # (SB/DVBE)	Contract ID (For Fi\$Cal purposes only)
Dhenali Inc.	8690 Sierra College Blvd. #160-284, Roseville, CA 95661	N/A	robert@dhenali.com	916-730-9085	Robert McVicker	2011543	7-17-70-40-05.59
Digital Scepter Corporation	29970 Technology Drive STE# 122-B Murrieta, CA 92563	N/A	Jon@digitalscepter.com	888-299-3718	Jon Robinson	N/A	7-17-70-40-05.60
Entara Corporation	2045 W Grand Ave. Suite B, Chicago, IL 60606	N/A	daniel.jarzynski@entara.com	312-267-4211	Daniel Jarzynski	N/A	7-17-70-40-05.72
Entisys Solutions, Inc	1855 Gateway Blvd, Suite 730, Concord, CA 94520	N/A	scott@entisys.com	925-688-8989	Thad Morrow	N/A	7-17-70-40-05.56
ePlus Technology, Inc.	13595 Dulles Technology Drive, Herndon, VA 20171	NA	pjacobson@eplus.com	916-303-0067	Paul Jacobson	N/A	7-17-70-40-05.16
Evodc, LLC	PO BOX 5249 Orange, CA 92863	N/A	ricky@evocative.com	888-365-2666	Ricky Zheng	N/A	7-17-70-40-05.61
Executech Utah, LLC	1314 W 11400 S South Jordan, UT 84095	N/A	Braun.martin@executech.com	530-320-5524	Braun Martin	N/A	7-17-70-40-05.45
FSI-Fortnet Security Inc	7411 Carnoustie Ct Gilroy, CA 95020	N/A	louis@fsi.com	415-290-4381	Louis Bisiglia	N/A	7-17-70-40-05.62
General DataTech	999 Metromedia Place Dallas, TX 75247	N/A	allen.sulgrove@gdt.com	972-679-4027	Allen Sulgrove	N/A	7-17-70-40-05.50
Golden Star Technology	12881 166th St Cerritos, CA 90703	N/A	Mjoo@gstes.com	562-345-8744	Min Joo	N/A	7-17-70-40-05.19
Guidepoint Security LLC	2201 Cooperative Way, Suite 225 Herndon, VA 30013	N/A	rich.hidalgo@guidepointsecurity.com	877-889-0132	Rich Hidalgo	N/A	7-17-70-40-05.73
HF Tech Services Inc.	5777 Madison Avenue, Suite 1060 Sacramento, Ca 95841	916-773-0570	Allan@hftechservices.com	916-690-5056	Allan P. Hart	1645380	7-17-70-40-05.07
Impex Technologies, Inc	880 Apollo Street, Suite 315 El Segundo, CA 90245	NA	Tgalleano@impextechnologies.com	310-320-0280	Andreas Reiter	N/A	7-17-70-40-05.18
InterVision Systems LLC	2270 Martin Avenue Santa Clara, CA 95050	N/A	Michael.lapides@intevision.com	408-567-4200	Michael Lapides	N/A	7-17-70-40-05.32
Kambrian Corporation	2707 E Valley Blvd, Suite 312 West Covina, CA 91792	N/A	Jonathan.Chang@kambrian.com	626-964-4445	Jonathon Chang	1109163	7-17-70-40-05.27
KIS Computer Center	48383 Fremont Blvd. Suite 122 Fremont, CA 94538	N/A	Karenb@kisoc.com	510-403-7577	Karen Bascomb	N/A	7-17-70-40-05.47
Netsync Network Solutions, Inc.	2500 West Loop South, Suite 410, Houston, TX 77027	N/A	calessi@netsync.com	713-248-7294	Clara Alessi	N/A	7-17-70-40-05.86
Network Consulting Services, Inc.	585 W 500 S Suite 110, Bountiful, UT 84010	N/A	khafen@ncsi.us	801-295-7555	Kathy Hafen	N/A	7-17-70-40-05.87
Novacoast, Inc.	1505 Chapala Street Santa Barbara, CA 93101	N/A	jnewlon@novacoast.com	N/A	Janice Newlon	N/A	7-17-70-40-05.42
Nth Generation Computing, Inc.	17055 Camino San Bernardo, San Diego, CA 92127	N/A	Stephanie.moser@nth.com	858-451-2383	Stephanie Moser	N/A	7-17-70-40-05.01
NuHarbor	39 River Rd Suite 4 Essex Junction, VT 05452-3875	NA	Justin@nuharborsecurity.com	303-228-3896	Justin Finlaid	N/A	7-17-70-40-05.17
NuSpective Solutions	5700 Stoneridge Mall Rd, Suite 220 Pleasanton, CA 94588	N/A	Dmcmorrow@nuspective.com	925-271-7566	David McMorrow	N/A	7-17-70-40-05.29
NWN Corporation	2969 Prospect Park Drive, Suite 225 Rancho Cordova, CA 95670	NA	Kthomas@nwnit.com	916-637-2185	Kathy Thomas	N/A	7-17-70-40-05.08
onPar	1210 Shetland Way El Dorado Hills, CA 95762	N/A	Troy.Kallas@onparadvisors.com	510-215-3438	Troy Kallas	N/A	7-17-70-40-05.38
Optiv Security Inc	1144 15th Street Suite 2900 Denver, CO 80202	N/A	Jenny.Ramirez@optiv.com	800-574-0896	Jenny Ramirez	N/A	7-17-70-40-05.63
Packet Fusion, Inc.	4305 Hacienda Dr, Suite 440 Pleasanton, CA 94588	N/A	tpeterson@packetfusion.com	925-701-2053	Todd Peterson	N/A	7-17-70-40-05.74