

# State of California SOFTWARE LICENSING PROGRAM (SLP) AGREEMENT



Contractor: Presidio Networked Solutions Group, LLC  
 Contract Number: SLP-24-70-0132W  
 SLP Contract Term: 12/02/2024 through 12/01/2027  
 Contract Base: Cisco Systems, Inc. Offer Number CISCO-SLP-2024

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

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

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

**By signing below, Contractor agrees to the General Provisions dated June 21, 2022, SaaS Cloud Computing Services Special Provisions dated March 15, 2018 and all other provisions included herein.**

- 1) [General Provisions – Information Technology \(GSPD-401IT\) effective 6/21/22](#)
- 2) [Cloud Computing Services Special Provisions \(Software as a Service\) effective 3/15/2018](#)
- 3) [General Provisions – Information Technology Cloud Computing Software as a Service \(SaaS\) effective 6/21/22](#)

For State of CA:

For Contractor:

**Original Signature on File**

Stephanne Lim  
 Manager  
 Multiple Award Programs Section  
 Procurement Division  
 Department of General Services

**Original Signature on File**

Signature

Printed Title

Printed Name

11/26/2024

Date

**APPROVED AS TO FORM:**  
  
 Craig Cornwall  
 City Attorney, City of Menard

Company Name

Date

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**CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS**

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

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

**CONTRACTOR QUARTERLY REPORTS**

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

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

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

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

**[SLP@DGS.CA.GOV](mailto:SLP@DGS.CA.GOV)**

Alternatively, this report can be mailed to:

Department of General Services  
Procurement Division – SLP Unit  
Attention: Quarterly Report Processing  
707 Third Street, MS #2-202  
West Sacramento, CA 95605

Reports that include paper checks for quarterly incentive fees must be mailed and shall not be emailed.

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

Important things to remember regarding SLP Quarterly Business Activity Reports:

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

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**CONTRACTOR QUARTERLY  
INCENTIVE FEES**

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

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

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

Contractor may make an electronic check or credit card payment through the [LPA Payment Portal](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>).

If payment is made with a paper check, the check shall be made payable to the Department of General Services, SLP Unit, and must be mailed to the SLP Unit **along with the applicable Quarterly Report**. See the provision in this SLP entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**CONTRACTOR INVOICES**

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

- Contract number
- Agency purchase order number

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

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

**CONTRACTOR OWNERSHIP  
INFORMATION**

Presidio Networked Solutions Group, LLC is a large business enterprise.

**GENERATIVE ARTIFICIAL  
INTELLIGENCE (GENAI) REPORTING**

**1. State Agencies**

State agencies are required to obtain a [GenAI Reporting and Factsheet \(STD 1000\)](#) from the Contractor prior to award.

If GenAI is disclosed by the Contractor, state agencies must follow the required GenAI purchase procedures outlined in State Contracting Manual (SCM) Volume 2, Chapter 23, Generative Artificial Intelligence (GenAI). State agencies must retain the STD 1000 and confirmation the purchase may proceed in their procurement file.

**2. Contractor**

Upon request by an ordering agency, Contractor must complete a [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

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

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

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

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

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

**EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

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

**AGENCY NON-COMPLIANCE**

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

PLEASE REQUEST A COPY OF ALL CONTRACT TERMS AND CONDITIONS FROM THE CONTRACTOR, IF NOT PROVIDED INITIALLY.

**AVAILABLE PRODUCTS AND/OR SERVICES**

This contract may provide for the purchase and warranty of software, software maintenance, technical support, training,

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installation, software as a service and implementation services.

Only products from the manufacturer listed below are available within the scope of this contract:

- **Cisco Systems, Inc.**

**UNAVAILABLE PRODUCTS AND/OR SERVICES**

The following products and/or services are not available under this contract:

- **STANDALONE HARDWARE**
- **CONSULTING**
- **TELECOMMUNICATION PRODUCTS**
- **CLOUD: IAAS/PAAS**

**Notice to State Agencies:** Software appliances/hardware products offered under the Software Publisher's pricelist are NOT available under the Software Licensing Program (SLP) if the same type of software appliance/hardware products are currently available under any mandatory Statewide Contract. State agencies who want to purchase a software appliance/hardware product type, other than what is available through a mandatory Statewide Contract must submit an exemption request to the mandatory Statewide Contract Administrator. For more information and the required justification forms regarding the exemption process, please refer to the following website:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-an-IT-Hardware-Contract-Exemption>. This restriction does not apply to local governmental agencies.

**INSTALLATION SERVICES**

- Installation Services can only be purchased when they are in support of software purchased under this SLP contract.
- Installation Services must not exceed the total cost of the software.

**IMPLEMENTATION SERVICES**

Before procuring Implementation Services, state departments should conduct an analysis and use their own due diligence to determine if these services are the most cost effective solution that meets their business needs and security requirements.

**Requirements**

- State departments must complete a Statement of Work (SOW) for all Implementation services.
- Job titles/categories are limited to those identified in the SLP price list.
- Hourly rates must not exceed those identified in the SLP price list.
- Implementation services can only be purchased when they are in support of software purchased under the SLP.
- Time and Material pricing must not exceed the job Title hourly rate times the number of hours to complete the job.

**NOTE: Implementation Services under this contract must be paid in arrears.**

**SOFTWARE MAINTENANCE, SUBSCRIPTION AND SAAS RENEWALS**

Software Maintenance, Subscription and SaaS renewals shall be fixed at the agency's prior applicable SLP rates (or lower), with a 0% uplift (no up-lift) and no additional increases, fees or charges

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added, for the duration of this SLP contract.

**SERVICE CREDITS**

Service credits are acceptable only if they meet the following requirements:

- Service credits must be used for training, certifications, or support and must never expire even when this contract term ends.
- Unused service credits can be used for other services such as training, certification, or support. Example: If \$1,000 is purchased in training credits but is not fully utilized, the department may use the remainder of unused credits for certifications or support.

**FIRST-YEAR MAINTENANCE**

First –year maintenance will be calculated at a maximum of 23% of the publisher’s SLP price.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or e-mailed:

**Presidio Networked Solutions Group,  
LLC  
5000 Hopyard Road, Suite 188  
Pleasanton, CA 94588  
Attn: Johannah Renfroe**

Agencies with questions regarding products and/or services may contact the contractor as follows:

**Phone: (301) 313-2017  
E-mail: [calslp@presidio.com](mailto:calslp@presidio.com)**

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination

**DELIVERY**

30 days after receipt of order, or as negotiated between agency and Contractor and included in the purchase order.

**AGENCY RESPONSIBILITY**

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the SLP program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State’s interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**ORDER REQUIREMENTS AND  
MAXIMUM ORDER LIMIT**

- Unless otherwise determined by an individual ordering agency purchasing authority, no SLP order may be executed by a State agency that exceeds that agency’s purchasing authority threshold. State agencies with

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approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#).

- Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using SLP contracts. The requirements for the following bullets are in the SCM, Volume 2, (for IT): If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volume 2, Chapter 1200)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For SLP transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

- Local governments set their own order limits.

### **SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

### **MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this contract.

### **ORDERING PROCEDURES**

#### **1. Order Form**

State departments shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site:

<http://www.dgs.ca.gov/osp> (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the [Standard Form 65](#):

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(<http://www.osp.dgs.ca.gov/pdf/std065.pdf>)

**2. Purchase Orders**

All Ordering Agency purchase order documents executed under this SLP must contain the applicable SLP contract number as show on page 1.

**a. State Departments:**

Std. 65 Purchase Documents – State departments 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 at <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

**b. Local Governmental Departments:**

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate.

Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

**3. Service and Delivery after Contract Expiration**

Purchase orders must be issued before the SLP contract end term expires.

Also, purchase order amendments cannot be issued to add product and software maintenance if the SLP contract end term has expired.

**CONTRACT PRICES**

Contract prices for products and/or services are maximums. The ordering department is encouraged to negotiate lower prices.

PRODUCT AND PRICING CHANGES AND/OR UPDATES ARE NOT AUTHORIZED UNTIL REVIEWED AND APPROVED BY DGS PROCUREMENT DIVISION SOFTWARE LICENSING PROGRAM.

Said documents are to be sent to the Department of General Services (DGS) Procurement Division, Software Licensing Program, 707 Third Street, 2nd Floor, West Sacramento, CA 95605-2811, Attention SLP Unit.

**CONTRACT EXTENSIONS**

The initial term of this SLP contract is 3 years and may be extended for an additional 2-years, however an amendment must be issued prior to contract end date.

**NOTE: Extensions are optional and are at the discretion of the state.**

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**SMALL BUSINESS MUST BE  
CONSIDERED**

Prior to placing orders under the SLP, state departments shall, whenever practicable, first consider offers from small businesses that have established SLP contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when department files are reviewed.

**SMALL BUSINESS/DVBE – TRACKING**

State departments are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering department with the name of the small business or DVBE used and the dollar amount the ordering department can apply towards its small business or DVBE goal.

**SMALL BUSINESS/DVBE -  
SUBCONTRACTING**

1. The amount an ordering department can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering department with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.

- b. The Contractor will indicate to the ordering department how the order meets the small business or DVBE goal, as follows:

- List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
- Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering department towards the small business or DVBE goal; and
- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering department's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**CERTIFICATION OF PAYMENT  
OPTIONS - Military & Vets Code §§999.5  
and 999.7(a) (SB588)**

In accordance with the State Contracting Manual, Volume 2, Section 1203.1, State departments 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

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for which the Contractor committed to DVBE subcontractor participation.

Upon delivery or completion of ordered goods or services, State departments 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.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 2, Chapter 1000, Section 1007.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the SLP contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on SLP.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

Cost	Installation	Final Bid Submission
More than \$100,000	6 months	4 months

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<b>Cost</b>	<b>Installation</b>	<b>Final Bid Submission</b>
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**STATE AND LOCAL GOVERNMENTS CAN USE THE SLP**

State and local government use of the SLP contracts is optional. A local government is any city, county, special district or other local governmental body or corporation, including UC, K-12 schools and community colleges,

that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own

determination whether the SLP is consistent with their procurement policies and regulations.

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies and guidelines are applicable. THE USE OF THE SLP DOES NOT REDUCE OR RELIEVE STATE DEPARTMENTS OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into The SLP contracts. Notwithstanding this, there is no guarantee that “every” possible requirement that pertains to all the different and unique state processes has been included.

**TERMINATION OF SLP CONTRACT**

1. The State or Contractor may terminate this SLP Contract at any time upon 30 days prior notice.
2. Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
3. 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.

**STATEWIDE PROCUREMENT REQUIREMENTS**

Departments must carefully review and adhere to the following Procurement Requirements, such as:

- SAM Section 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Departments are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that

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equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the SLP contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.

- Annual small business and disabled veteran reports.

**ETHNICITY/RACE/GENDER REPORTING REQUIREMENT**

Effective July 1, 2002, in accordance with Public Contract Code 10116, state departments are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Departments are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

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 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

**2. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g. between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

**3. Payee Data Record (Std. 204)**

State Agencies not transacting in FI\$Cal, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the Contractor for copies of the Payee Data Record

**4. DGS Administrative Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of SLP contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

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**5. Credit Card**

The Contractor accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all SLP orders to suppliers not California certified as a small business.

**FEDERAL DEBARMENT**

When federal funds are being expended, the department is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**AMERICANS WITH DISABILITY ACT (ADA)**

(See attachment B)

**DGS PROCUREMENT DIVISION  
CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, SLP Unit  
707 Third Street, 2nd Floor  
West Sacramento, CA 95605-2811

**Phone no.: 916/375-4365**  
**Faxination no.: 916/376-6371**

**ATTACHMENT A**

**SLP QUARTERLY BUSINESS ACTIVITY REPORT**

Company Name: \_\_\_\_\_ Reporting Calendar Year: \_\_\_\_\_

Software Publisher: \_\_\_\_\_ Reporting Quarter:  Q1 (January to March)

Contract Number: \_\_\_\_\_  Q2 (April to June)

For Questions Regarding this Report: \_\_\_\_\_  Q3 (July to September)

E-mail: \_\_\_\_\_  Q4 (October to December)

Check Here if No New Orders for This Quarter

STATE GOVERNMENT AGENCY PURCHASES							
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ \_\_\_\_\_

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_

1.25% Remitted to DGS (of total Local Govt agency dollars reported for quarter): \$ \_\_\_\_\_

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ \_\_\_\_\_

# ATTACHMENT A

## SLP QUARTERLY BUSINESS ACTIVITY REPORT

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### Instructions for completing the SLP Quarterly Business Activity Report.

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1.25% Remitted to DGS** - Identify 1.25% of the total Local Government agency dollars reported for the quarter.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

### Notes:

- A report is required for each SLP contract each quarter even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

## ATTACHMENT B

### ADA NOTICE

Procurement Division (State Department of General Services)  
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891  
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379  
TTY: 1-800-735-2929 or 1-888-877-5378  
Speech-to-Speech: 1-800-854-7784

**STATEWIDE CONTRACT**  
**Presidio Networked Solutions Group, LLC**  
**Cisco Systems, Inc. Offer Number CISCO-SLP-2024**  
**CONTRACT SLP-24-70-0132W**

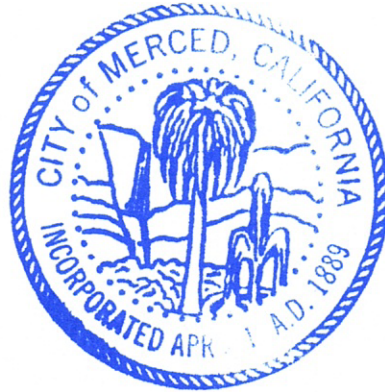
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CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: *D. Scott McBride*  
D. Scott McBride  
City Manager

ATTEST:  
D. SCOTT MCBRIDE, CITY CLERK

BY: *Dejandra Medina*  
Assistant/Deputy City Clerk



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

BY: *signature provided on first page*  
City Attorney                      Date

<sup>1568</sup>  
ACCOUNT DATA:  
M. VENUS RODRIGUEZ

BY: *M. Venus Rodriguez*  
Verified by Finance Officer ✓ 1474

Funds to be encumbered as  
needed. *to 8/7/25*  
*PL 8/7/25*  
Not to exceed. \$ 1,000

## Medina, Alejandra

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**From:** Parsley, Jennifer  
**Sent:** Friday, August 8, 2025 8:08 AM  
**To:** Medina, Alejandra  
**Subject:** FW: Out of Office Notification

FYI

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**From:** McBride, Scott <McBrideS@cityofmerced.gov>  
**Sent:** Thursday, August 7, 2025 5:03 PM  
**To:** Quintero, Frank <QuinteroF@cityofmerced.gov>; Rodriguez, Venus <RodriguezV@cityofmerced.gov>; Cornwell, Craig <CornwellC@cityofmerced.gov>  
**Cc:** Stanfield, Steven <StanfieldS@cityofmerced.gov>; Wilson, Casey <wilsonc@cityofmerced.gov>; Elwin, Ken <ElwinK@cityofmerced.gov>; Flachman, Jennifer <FlachmanJ@cityofmerced.gov>; Jensen, Christopher <JensenC@cityofmerced.gov>; Bennyhoff, Jeff <bennyhoffj@cityofmerced.gov>; Garrison, Aarin <garrisona@cityofmerced.gov>; Parsley, Jennifer <ParsleyJ@cityofmerced.gov>; Lan, Jonnie <LanJ@cityofmerced.gov>; Olmos, Diana <OlmosD@cityofmerced.gov>; Frazier, Denise <FrazierD@cityofmerced.gov>; Jordan, Daryl <JordanD@cityofmerced.gov>; Maddox, Richard <MaddoxR@cityofmerced.gov>  
**Subject:** Out of Office Notification

Good afternoon,

I will be out of the office tomorrow and out of the area until Sunday evening. I am going to be traveling with my family in the north bay area near Sonoma.

During my absence Frank Quintero will be the Acting City Manager. He will have full signing authority, and I have assigned Tyler Approval authorities to him.

I hope you have a wonderful weekend,



**Scott McBride**

**City Manager**

City of Merced | 678 W. 18<sup>th</sup> Street | Merced, CA 95340

(209) 385-6818 | (209) 564-0613 cell

mcbrides@cityofmerced.gov | [www.cityofmerced.gov](http://www.cityofmerced.gov)



# CITY OF MERCED

Merced Civic Center  
678 W. 18th Street  
Merced, CA 95340

## ADMINISTRATIVE REPORT

File #: 25-328

Meeting Date: 7/7/2025

Report Prepared by: Jeff Bennyhoff, Director of Information Technology

**SUBJECT:** Approval to Waive the Competitive Bid Process to Allow for the Cooperative Purchase with State of California Cooperative Agreements SLP-23-70-0025R ( Adobe Software ) , SLP-22-70-0276H (Akamai Software ) , SLP-24-70-0132W (Cisco Software) , SLP-22-70-0151Z (Dell Software) , SLP-21-70-0027I (DocuSign Software) , SLP-24-70-0025X (Freshworks Software), SLP-25-70-0063E (GovOS Software) , SLP-25-70-0027U (OpenText Software) , SLP-22-70-0151Y (VMware Software) , SLP-25-70-0023U (Zerto Software) , SLP-25-70-0027W (Zscaler Software) , COOP 7-17-70-40-05.04 , 7-17-70-40-05.55 , 7-17-70-40-05.58, 7-17-70-40-05.41 , COOP 7-17-70-40-09 , COOP 7-17-70-40-01, 7-24-70-40-19 (NASPO ValuePoint Cloud Solution) Awarded to Vendors CDW Government, Savant Solutions Inc, Presidio Networked Group, Kovarus Inc, Taborda Solutions Inc, E360, AMS.net, SHI International, DLT Solutions, Insight Public Sector, in a not to Exceed Amount of \$250,000 in Fiscal Year 2025/2026

### REPORT IN BRIEF

Considers approving to waive the competitive bid process to allow for the Cooperative Purchase with State of California Cooperative Agreements SLP-23-70-0025R ( Adobe Software ) , SLP-22-70-0276H (Akamai Software ) , SLP-24-70-0132W (Cisco Software) , SLP-22-70-0151Z (Dell Software) , SLP-21-70-0027I (DocuSign Software) , SLP-24-70-0025X (Freshworks Software), SLP-25-70-0063E (GovOS Software) , SLP-25-70-0027U (OpenText Software) , SLP-22-70-0151Y (VMware Software) , SLP-25-70-0023U (Zerto Software) , SLP-25-70-0027W (Zscaler Software) , COOP 7-17-70-40-05.04 , 7-17-70-40-05.55 , 7-17-70-40-05.58, 7-17-70-40-05.41 , COOP 7-17-70-40-09 , COOP 7-17-70-40-01, 7-24-70-40-19 (NASPO ValuePoint Cloud Solution) Awarded to Vendors CDW Government, Savant Solutions Inc, Presidio Networked Group, Kovarus Inc, Taborda Solutions Inc, E360, AMS.net, SHI International, DLT Solutions, Insight Public Sector, in a not to Exceed Amount of \$250,000 in Fiscal Year 2025/2026.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Approving to waive the competitive bidding requirements as stated in Section 3.04.210 of the Merced Municipal Code due to cooperative purchasing; and,
- B. Approving the use of State of California Cooperative Agreement SLP-23-70-0025R (Adobe Software) with vendor CDW Government LLC; and,
- C. Approving the use of State of California Cooperative Agreement SLP-22-70-0276H (Akamai Software) with vendor Savant Solutions Inc; and,

- D. Approving the use of State of California Cooperative Agreement SLP-24-70-0132W (Cisco Software) with vendor Presidio Networked Group; and,
- E. Approving the use of State of California Cooperative Agreement SLP-22-70-0151Z (Dell Software) with vendor Kovarus Inc; and,
- F. Approving the use of State of California Cooperative Agreement SLP-21-70-0027I (DocuSign Software) with vendor Allied Network Solutions Inc; and,
- G. Approving the use of State of California Cooperative Agreement SLP-24-70-0025X (Freshworks Software) with vendor CDW Government LLC; and,
- H. Approving the use of State of California Cooperative Agreement SLP-25-70-0063E (GovOS Software) with vendor Tabora Solutions Inc; and,
- I. Approving the use of State of California Cooperative Agreement SLP-25-70-0027U (OpenText Software) with vendor Allied Network Solutions Inc; and,
- J. Approving the use of State of California Cooperative Agreement SLP-22-70-0151Y (VMware Software) with vendor Kovarus Inc; and,
- K. Approving the use of State of California Cooperative Agreement SLP-25-70-0023U (Zerto Software) with vendor e360; and,
- L. Approving the use of State of California Cooperative Agreement SLP-25-70-0027W (Zscaler Software) with vendor Allied Network Solutions Inc; and,
- M. Approving the use of State of California Cooperative Agreement 7-17-70-40-05.04, 7-17-70-40-05.55, 7-17-70-40-05.58, 7-17-70-40-05.41 And 7-17-70-40-05.10 (NASPO ValuePoint Cloud Solution) with vendors Allied Network Solutions Inc, AMS.net, CDW Government LLC, Presidio Networked Solutions Group, LLC, and SHI International; and,
- N. Approving the use of State of California Cooperative Agreement 7-17-70-40-09 (NASPO ValuePoint Cloud Solution) with vendor DLT Solutions; and,
- O. Approving the use of State of California Cooperative Agreement 7-17-70-40-01 (NASPO ValuePoint Cloud Solution) with vendor Insight Public Sector, Inc; and,
- P. Approving the use of State of California Cooperative Agreement 7-24-70-40-19 (NASPO ValuePoint Cloud Solution) with vendor SHI International; and,
- Q. Authorizing the City Manager to execute the necessary documents; and,
- R. Authorizing the City Manager to execute the necessary documents for future contract amendments in motion B through P and contingent upon approval as to form by the City Attorney; and,

S. Authorizing the purchase of \$250,000 of technology solutions with contracts in motion B through P.

### **ALTERNATIVES**

1. Approve, as recommended by staff; or,
2. Approve, subject to conditions as specified by the City Council; or,
3. Deny the request; or,
4. Refer back to staff for reconsideration of specific items as requested by the Council;

### **AUTHORITY**

Charter of the City of Merced, Section 200.

### **CITY COUNCIL PRIORITIES**

As provided for in the FY 25/26 Adopted Budget.

### **DISCUSSION**

The City procures a limited amount of software solutions through competitively solicited cooperative purchasing contracts administered by the California Department of General Services (DGS). In prior fiscal years, the number of DGS contracts utilized for software acquisition was minimal and consolidated under the broader Council-authorized procurement authority for technology hardware. However, as the State has expanded the availability of cooperative software agreements, the portfolio of contracts available for leveraging cost efficiencies has grown significantly.

The Information Technology Department is requesting City Council authorization to waive formal competitive bidding requirements, pursuant to Section 3.04.210 of the Merced Municipal Code, which allows for the use of contracts awarded through a competitive process by another public agency.

Pricing under applicable DGS software contracts will be evaluated and benchmarked against other cooperative purchasing vehicles and prevailing market rates to ensure best-value procurement. Where cost savings can be achieved through the use of DGS agreements, such contracts will be utilized in accordance with the City's purchasing policy. Although past comparative pricing analyses for software have shown a narrow variance in savings, typically between 0% and 1%, as compared to other procurement vehicles. Any opportunity for cost reduction will be pursued to uphold the City's commitment to fiscal responsibility.

Some software vendors do not authorize participation in state cooperative contracts due to the City's relatively modest procurement volume. In such cases, software may be procured through alternative competitive contract mechanisms or vendor-specific agreements, consistent with applicable purchasing regulations.

As this is the first fiscal year in which staff is seeking discrete authorization to expand the number of cooperative contracts available for software procurement, the full extent of future utilization remains undetermined. Nevertheless, enabling access to a broader set of competitively awarded contracts strengthens the City's ability to achieve cost-effective and compliant technology acquisitions.

### IMPACT ON CITY RESOURCES

Staff is requesting spending authority not to exceed \$250,000 to accommodate anticipated software purchases across all City departments. Any expenditure exceeding the \$250,000 threshold will require subsequent City Council approval. This authorization does not obligate or encumber funds at the time of approval but grants the City the authority to execute purchases on an as-needed basis.

### ATTACHMENTS

1. State of California Cooperative Agreement SLP-23-70-0025R (Adobe Software)
2. State of California Cooperative Agreement SLP-22-70-0276H (Akamai Software)
3. State of California Cooperative Agreement SLP-24-70-0132W (Cisco Software)
4. State of California Cooperative Agreement SLP-22-70-0151Z (Dell Software)
5. State of California Cooperative Agreement SLP-21-70-0027I (DocuSign Software)
6. State of California Cooperative Agreement SLP-24-70-0025X (Freshworks Software)
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13. State of California Cooperative Agreement 7-17-70-40-09 (NASPO ValuePoint Cloud Solution)
14. State of California Cooperative Agreement 7-17-70-40-01 (NASPO ValuePoint Cloud Solution)
15. State of California Cooperative Agreement 7-24-70-40-19 (NASPO ValuePoint Cloud Solution)