

**STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICE
PARTICIPATING ADDENDUM NUMBER
CONTRACT NO. 7-20-70-47-04
SHI INTERNATIONAL CORP**

APPROVED:
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

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

BY: Craig Cornwell 4-22-2024
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: _____
Verified by Finance Officer

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 4

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228
Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

- 1) **Section 21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted and replaced with the following:

21 GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

DEFINITIONS:

For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of the IT General Provisions (rev. 09/05/2014)

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

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

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

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

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

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

**Participating Addendum 7-20-70-47-04
Amendment 4**

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

GENAI DISCLOSURE OBLIGATIONS:

Disclosure Obligations:

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

Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23 (Termination for Default) of the IT General Provisions (rev. 09/05/2014)

**Participating Addendum 7-20-70-47-04
Amendment 4**

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

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Hewlett Packard Enterprise Company

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2025.05.13 11:36:30 -0700 **5/13/2025**

Nicole Hadley **04/29/2025**

Authorized Signature *Date Signed*

Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor

Nicole Hadley/Contract Negotiator

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

1701 East Mossy Oaks Road
Spring, TX 77389

Address

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 3

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3228

Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

- 1) **Section 21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

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

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

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

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

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

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

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

**Participating Addendum 7-20-70-47-04
Amendment 3**

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

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Hewlett Packard Enterprise Company

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2024.10.25 17:00:12 -0700' 10/25/2024

Debra Laird 8/20/2024

Authorized Signature *Date Signed*

Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor

Debra Laird, Manager, Contract Negotiations

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

1701 East Mossy Oaks Road
Spring, TX 77389

Address

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 2

DATA COMMUNICATIONS
Utah NASPO ValuePoint Master Agreement Number AR3228
Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

1) Agreement is extended from September 30, 2024, to September 30, 2026.

Section 2. TERM, subparagraph A is revised to read as follows:

A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2026, or upon termination by the State, whichever occurs first.

2) **Section 16. CONTRACT MANAGEMENT** is revised to read as follows:

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

Contractor	Contract Manager
Name:	Nancy Schwarz
Phone:	(480) 636-0267
Email	Nancy.Schwarz@hpe.com
Address:	Hewlett Packard Enterprise Company 1701 East Mossy Oaks Road Spring, TX 77389

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

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

Participating Addendum 7-20-70-47-04

3) **Section 20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

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

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

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

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Hewlett Packard Enterprise Company

Agency Name

Contractor Name

Julie Matthews Digitally signed by Julie Matthews
Date: 2024.07.23 10:20:22 -07'00' 7/23/2024

Debra A Laird 4/22/2024

Authorized Signature *Date Signed*

Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor

Debra A. Laird, Manager, Contract Negotiations

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

1701 East Mossy Oaks Road
Spring, TX 77389

Address

Address

**STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
AMENDMENT 1**

DATA COMMUNICATIONS
Utah NASPO ValuePoint Master Agreement Number AR3228
Hewlett Packard Enterprise Company (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-04 as follows:

- 1) All references to Utah NASPO ValuePoint Master Agreement Number AR3288 within the Participating Addendum are revised to AR3228.

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

Hewlett Packard Enterprise Company

Agency Name

Contractor Name

 6-18-2020

 06/08/2020

Authorized Signature *Date Signed*

Authorized Signature *Date Signed*

Patrick B. Muller MANAGER MANS

Chris Backes, Contracts

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

6280 America Center Drive
San Jose, CA 95002

Address

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-04
DATA COMMUNICATIONS
Utah NASPO ValuePoint Master Agreement Number AR3288
Hewlett Packard Enterprise Company (Contractor)

This Participating Addendum Number 7-20-70-47-04 is entered into between the state of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Hewlett Packard Enterprise Company (hereafter referred to as “Contractor”) under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3288.

1. SCOPE

- A. This Participating Addendum covers the purchase of Data Communications products and associated services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3288 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2024, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

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

- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document 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).
- 2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document 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).
- 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document 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).

4. ORDER OF PRECEDENCE

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

- 1) California Participating Addendum Number 7-20-70-47-04
- 2) Utah NASPO ValuePoint Master Agreement Number AR3288

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service categories are listed in the Utah NASPO ValuePoint Master Agreement AR3288:

- 1) Category 1.2 Networking
- 2) Category 1.3 Routers, Switches, Security, and Storage Networking
- 3) Category 1.4 Wireless

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. The following product and service offerings are prohibited under this Participating Addendum.

- 1) Leasing

This restriction is not applicable to local governments.

Participating Addendum 7-20-70-47-04

- B. Products and services that are available on the California Network and Telecommunications (CALNET) Program and mandatory California statewide contracts cannot be purchased from this Participating Addendum by non-exempt state agencies without an exemption.

State agencies are responsible for contacting the California Department of Technology (CDT) for CALNET contract exemptions and the DGS Procurement Division for mandatory statewide contract exemptions in accordance with the published User Instructions prior to issuing a purchase order.

This restriction is not applicable to local governments.

- C. Services that fall within the definition of “public works” as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means.

This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Data Communications 2019-2026 website.

8. AUTHORIZED RESELLERS

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

Participating Addendum 7-20-70-47-04

- 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.

9. SUBCONTRACTORS

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

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

12. DELIVERY

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

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 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.

14. USAGE REPORTING

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

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

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

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. 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 1.25% 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:

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

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

16. CONTRACT MANAGEMENT

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

Contractor	Contract Manager
Name:	Nancy Schwarz
Phone:	(480) 636-0267
Email	Nancy.Schwarz@hpe.com
Address:	Hewlett Packard Enterprise Company 6280 America Center Drive San Jose, CA 95002

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

State	Contract Administrator
Name:	Julie Matthews
Phone:	(916) 375-4612
Email	Julie.Matthews@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.

17. TERMINATION OF AGREEMENT

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

18. AMENDMENT

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

19. 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 products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3288, 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

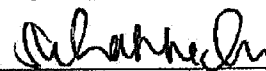
CONTRACTOR


Department of General Services

Hewlett Packard Enterprise Company

Agency Name

Contractor Name

 5/28/2020

 05/18/2020

Authorized Signature Date Signed

Authorized Signature Date Signed

Stephanie Lim / MAMU2 SUPERVISOR
Printed Name/Title of Person Signing

Chris Backes, CONTRACT NEGOTIATOR
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

6280 America Center Drive
San Jose, CA 95002
Address

COOPERATIVE AGREEMENT USER INSTRUCTIONS NON-MANDATORY

****Supplement 11****
****(Incorporates Supplements 1-10)****

Effective Date: ****1/15/2026****

TITLE/DESCRIPTION:	Data Communications (NASPO ValuePoint)
CONTRACT NUMBERS:	7-20-70-47-01 Cisco Systems, Inc. 7-20-70-47-02 <i>*Ericsson Enterprise Wireless Solutions, Inc.* [Cradlepoint, Inc.]</i> 7-20-70-47-03 Extreme Networks, Inc. 7-20-70-47-04 Hewlett Packard Enterprise Company 7-20-70-47-06 Palo Alto Networks, Inc. 7-20-70-47-07 Juniper Networks (US), Inc.
CONTRACT TERM:	Various through 09/30/2026
CONTRACT CATEGORY:	IT Goods
MAXIMUM ORDER LIMIT:	State Agencies: Refer to Section 6.C Local Agencies: Unlimited
FOR USE BY:	State and Local Governmental Agencies (Refer to Section 2)
STATE CONTRACT ADMINISTRATOR:	Katelynn Leisenring (279) 946-8129 katelynn.leisenring@dgs.ca.gov

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

ORIGINAL ON FILE
Katelynn Leisenring, State Contract Administrator

SUMMARY OF CHANGES

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

Supplement Number	Description/Sections	Supplement Effective Date
<i>*11*</i>	<p><i>*Supplement 11 incorporates the following changes:</i></p> <ul style="list-style-type: none"> • <i><u>Cover Page and Attachment A</u> – Changed contractor name from Cradlepoint, Inc. to Ericsson Enterprise Wireless Solutions, Inc. and updated contact email address for Cooperative Agreement 7-20-70-47-02.</i> • <i><u>Section 5.G</u> – Updated language.</i> • <i><u>Section 6.C</u> – Updated language.*</i> 	<i>*01/15/2026*</i>
10	<p>Supplement 10 incorporates the following changes:</p> <ul style="list-style-type: none"> • <u>Section 6.H</u> – Updated language. • <u>Section 7.A</u> – Updated language. • <u>Attachment A</u> – Updated price list link for Cooperative Agreement 7-20-70-47-02 (Cradlepoint, Inc.) 	04/08/2025
9	<p>Supplement 9 incorporates the following changes:</p> <ul style="list-style-type: none"> • <u>Cover Page and Attachment A</u> – Removed 7-20-70-47-05 (NEC (New) Corporation of America) which expired 09/30/2024. • <u>Section 6.H Generative Artificial Intelligence (GenAI) Reporting (State Agencies Only)</u> – Added new section. 	10/18/2024
8	<p>Supplement 8 incorporates the following changes:</p> <ul style="list-style-type: none"> • <u>Cover Page, Section 3, and Attachment A</u> – Updated contract term end date to reflect extensions for the following Cooperative Agreements through 09/30/2026: <ul style="list-style-type: none"> ○ 7-20-70-47-01 (Cisco Systems, Inc.) ○ 7-20-70-47-02 (Cradlepoint, Inc.) ○ 7-20-70-47-03 (Extreme Networks, Inc.) ○ 7-20-70-47-04 (Hewlett Packard Enterprise Company) ○ 7-20-70-47-06 (Palo Alto Networks, Inc.) ○ 7-20-70-47-07 (Juniper Networks (US), Inc.) • <u>Cover Page, Section 6.C</u> – Updated language. 	07/23/2024

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Data Communications

Supplement Number	Description/Sections	Supplement Effective Date
	<ul style="list-style-type: none"> • <u>Section 5.G (Recycled Content)</u> – Updated link. • <u>Section 10 (Certification of Payment Options – Military & Veterans Code §§999.5 and 999.7(a) (SB588))</u> – Added new section. • <u>Attachment A</u> – Updated ordering address for Cooperative Agreement 7-20-70-47-02 (Cradlepoint, Inc.) 	
7	<p>Supplement 7 replaces and supersedes previous User Instructions version. Revisions include:</p> <ul style="list-style-type: none"> • <u>Cover Page and Section 4 (Contract Administrator)</u> – Updated State Contract Administrator and contact information. • <u>Attachment A</u> – Updated Cloud Offering Available for Cooperative Agreement 7-20-70-47-01 (Cisco Systems, Inc.) to Local Agencies Only. 	05/04/2023
6	<p>Supplement 6 replaces and supersedes previous User Instructions version. Revisions include:</p> <ul style="list-style-type: none"> • <u>Cover Page and Section 4 (Contract Administrator)</u> – Updated State Contract Administrator contact information. • <u>Section 6.E (Darfur Contracting Act)</u> – Updated requirement to obtain Darfur Contracting Act certification. 	11/24/2021
5	<p>Supplement 5 replaces and supersedes previous User Instructions version. Revisions include:</p> <ul style="list-style-type: none"> • <u>Cover Page and Attachment A</u> – Added Cooperative Agreement 7-20-70-47-07 (Juniper Networks (US), Inc.) effective 6/3/2021. 	06/03/2021

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Data Communications

Supplement Number	Description/Sections	Supplement Effective Date
4	<p>Supplement 4 replaces and supersedes previous User Instructions version. Revisions include:</p> <ul style="list-style-type: none"> • <u>Cover Page and Attachment A</u> – Added Cooperative Agreement 7-20-70-47-01 (Cisco Systems, Inc.) effective 6/1/2021. • <u>Section 5.C (Available Products and Services)</u> – Updated listing of categories. 	06/01/2021
3	<p>Supplement 3 replaces and supersedes previous User Instructions version. Revisions include:</p> <ul style="list-style-type: none"> • <u>Cover Page and Attachment A</u> – Added Cooperative Agreement 7-20-70-47-05 (NEC Corporation of America which will do business in California as NEC (New) Corporation of America) 	07/16/2020
2	<p>Supplement 2 replaces and supersedes previous User Instructions version. Revisions include:</p> <ul style="list-style-type: none"> • <u>Cover Page and Attachment A</u> – Added Cooperative Agreement 7-20-70-47-02 (Cradlepoint, Inc.) 	07/02/2020
1	<p>Supplement 1 replaces and supersedes previous User Instructions version. Revisions include:</p> <ul style="list-style-type: none"> • <u>Cover Page</u> – Added Cooperative Agreement 7-20-70-47-03 (Extreme Networks, Inc.) • <u>Attachment A:</u> <ul style="list-style-type: none"> ○ Added information for Cooperative Agreement 7-20-70-47-03 (Extreme Networks, Inc.) ○ Updated Lead State Agreement reference for 7-20-70-47-04 (Hewlett Packard Enterprise Company) to AR3228 ○ Updated Cal eProcure links 	06/19/2020
N/A	Original User Instructions posted.	06/01/2020

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USER INSTRUCTIONS

1. SCOPE AND OVERVIEW

- A. The Department of General Services, Procurement Division (DGS-PD) has established a California Participating Addendum (hereafter referred to as “California Cooperative Agreement” or “Cooperative Agreement”) with individual Contractors (as noted on page 1) for use of the NASPO ValuePoint Data Communications 2019-2026 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 30, 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.
- C. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into these California Cooperative Agreements. Extension(s) to the term of the California Cooperative Agreements will be through a written amendment upon mutual agreement between DGS-PD and the Contractor.

4. CONTRACT ADMINISTRATOR

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

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

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

5. CONTRACT INFORMATION

A. Lead State Agreement (NASPO ValuePoint Base Contract)

The California Cooperative Agreements are based on some or all of the products, services, and prices from the NASPO ValuePoint Data Communications 2019-2026 Master Agreements issued by the State of Utah. Copies of the Utah NASPO ValuePoint agreements are available on the [NASPO ValuePoint Data Communications 2019-2026 website](https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/) (https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/).

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

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

- Category 1.1 Unified Communications
- Category 1.2 Networking
- Category 1.3 Routers, Switches, Security, and Storage Networking
- Category 1.4 Wireless
- Category 1.5 Facility Management, Monitoring, and Control
- *Value-added services*
 - Category 2.1 Maintenance Services
 - Category 2.2 Professional Services
 - Category 2.3 Partner Services
 - Category 2.4 Training

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

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

- 1) The following restrictions apply to state agency purchases under these Cooperative Agreements. These restrictions are not applicable to local governments.
 - a. Leasing: Contractor leasing options are disallowed.
 - b. Cloud Solutions: Cloud solutions are disallowed (unless otherwise noted in Attachment A).
 - c. California Network and Telecommunications (CALNET) Program: Non-exempt agencies must use CALNET contracts to obtain mandatory voice and data services unless otherwise authorized by the California Department of Technology (CDT). Visit the [CALNET Program website](https://cdt.ca.gov/services/calnet/) (<https://cdt.ca.gov/services/calnet/>) for more information.
 - d. Mandatory Statewide Contracts: Products and categories available on mandatory California statewide contracts cannot be purchased by non-exempt state agencies from these Cooperative Agreements without an exemption. State agencies are responsible for obtaining an exemption from DGS-PD prior to issuing a purchase order. Visit the DGS-PD [State Contract Index Listing](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Find-Leveraged-Procurement-Agreements) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Find-Leveraged-Procurement-Agreements>) for mandatory statewide contract information.

- e. Services: Service-only purchases are disallowed. (Exception: Equipment maintenance service purchases are allowed).
- f. Public Works: Services, including installation, that fall within the definition of “public works” as defined in Public Contract Code section 1101 and Labor Code section 1720 are disallowed under these Cooperative Agreements and must be procured by alternate means.

E. Contractor Pricing

Pricing is based on a discount off manufacturer’s retail price (MSRP). Contractors may offer greater discounts and/or lower prices than those published in their price list. Links to the price lists for each Contractor 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. When issuing an order to an Authorized Reseller per Section 7.B, it is the state agency’s responsibility to obtain California SB and or DVBE certification information from the Authorized Reseller.
- 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 also obtain a Disabled Veteran Business Enterprise Declaration (STD. 843).

G. Recycled Content

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

H. DGS Administrative Fee

Ordering Agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these 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 Goods 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](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority) (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)

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

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

E. Darfur Contracting Act Certification (State Agencies Only)

State agencies must obtain a Darfur Contracting Act Certification as applicable from Contractors.

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

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

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

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

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

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

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

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

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

7. ORDERING PROCEDURES

A. Contractor Selection Process

1) State Agencies

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

2) Local Governmental Agencies

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

B. Authorized Resellers

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

C. Purchase Order Form and Execution

All Ordering Agency purchase order documents executed under these 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 the 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(s). Without the STD 204, payment may be unnecessarily delayed.

C. CAL-Card

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

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

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

Ordering state agencies may only utilize financing, or a lease purchase, through the DGS-PD GS \$Mart Program. Program information is available on the [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. 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.

**10. 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.

ATTACHMENT A – Contractor Information

Item	Agreement Detail
Cooperative Agreement	7-20-70-47-01
Contractor Name	Cisco Systems, Inc.
Term	06/01/2021 through 09/30/2026
Link to Cal eProcure	Cal eProcure 7-20-70-47-01 webpage
Lead State Agreement	AR3227
Product Categories	1.1 Unified Communications 1.2 Networking 1.3 Routers, Switches, Security, and Storage Networking 1.4 Wireless 1.5 Facility Management, Monitoring, and Control
Price List Location	Price List (https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/cisco-systems-inc/)
Seller’s Permit Number	19718623 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contractor Contact Information	Jumana DiHu Phone: (773) 269-6397 Email: nvp-help@cisco.com
Ordering Address	Refer to Cisco’s Authorized Resellers List
Ordering Email	Refer to Cisco’s Authorized Resellers List
Ordering Fax	Refer to Cisco’s Authorized Resellers List
Ordering Contact	Refer to Cisco’s Authorized Resellers List
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-20-70-47-01 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>
Cloud Offering Available	Local Agencies Only

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-20-70-47-02
Contractor Name	<i>*Ericsson Enterprise Wireless Solutions, Inc.*</i> <i>[Cradlepoint, Inc.]</i>
Term	07/02/2020 through 09/30/2026
Link to Cal eProcure	Cal eProcure 7-20-70-47-02 webpage
Lead State Agreement	AR3189
Product Categories	1.2 – Networking 1.3 – Routers, Switches, Security, and Storage Networking 1.4 – Wireless
Price List Location	Price List (https://www.naspo.valuepoint.org/portfolio/data-communications-2019-2026/ericsson-enterprise-wireless-solutions-inc-formerly-cradlepoint/)
Seller's Permit Number	101085069 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contractor Contact Information	Stephanie Wildman Phone: (208) 493-5040 Email: <i>*NASPO.enterprise.wireless@ericsson.com*</i> <i>[NASPO@cradlepoint.com]</i>
Ordering Address	<i>*Ericsson Enterprise Wireless Solutions, Inc.*</i> <i>[Cradlepoint, Inc.]</i> 1100 W. Idaho Street, Suite 800 Boise, Idaho 83702
Ordering Email	<i>*NASPO.enterprise.wireless@ericsson.com*</i> <i>[NASPO@cradlepoint.com]</i>
Ordering Fax	N/A

COOPERATIVE AGREEMENT USER INSTRUCTIONS
Data Communications

Item	Agreement Detail
Ordering Contact	Stephanie Wildman, Phone: (208) 493-5040
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-20-70-47-02 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>
Cloud Offering Available	Yes

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-20-70-47-03
Contractor Name	Extreme Networks, Inc.
Term	06/18/2020 through 09/30/2026
Link to Cal eProcure	Cal eProcure 7-20-70-47-03 webpage
Lead State Agreement	AR3230
Product Categories	1.2 – Networking 1.3 – Routers, Switches, Security, and Storage Networking 1.4 – Wireless
Price List Location	Price List (https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/extreme-networks/)
Seller’s Permit Number	100089758 (Refer to Section 6.D)
CAL-Card Accepted	No (Refer to Section 8.C)
SB/DVBE Certification	None
Contractor Contact Information	Michael Swierk Phone: (603) 952-6909 Email: mswierk@extremenetworks.com
Ordering Address	Extreme Networks, Inc. 6480 Via Del Oro San Jose, CA 95119
Ordering Email	mswierk@extremenetworks.com
Ordering Fax	N/A
Ordering Contact	Michael Swierk (603) 952-6909
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-20-70-47-03 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>
Cloud Offering Available	Local Agencies only

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-20-70-47-04
Contractor Name	Hewlett Packard Enterprise Company
Term	06/01/2020 through 09/30/2026
Link to Cal eProcure	Cal eProcure 7-20-70-47-04 webpage
Lead State Agreement	AR3228
Product Categories	1.2 – Networking 1.3 – Routers, Switches, Security, and Storage Networking 1.4 – Wireless
Price List Location	Price List (https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/hewlett-packard-enterprise-company/)
Seller's Permit Number	102738254 (Refer to Section 6.D)
CAL-Card Accepted	Yes (Refer to Section 8.C)
SB/DVBE Certification	None
Contractor Contact Information	Nancy Schwartz Phone: (480) 636-0267 Email: Nancy.schwarz@hpe.com
Ordering Address	Hewlett Packard Enterprise Company 6280 America Center Dr. San Jose, California
Ordering Email	us-sled-orders@hpe.com
Ordering Fax	N/A
Ordering Contact	Monica Corona (331) 492-0704
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-20-70-47-04 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>
Cloud Offering Available	Yes

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-20-70-47-06
Contractor Name	Palo Alto Networks, Inc.
Term	06/01/2020 through 09/30/2026
Link to Cal eProcure	Cal eProcure 7-20-70-47-06 webpage
Lead State Agreement	AR3229
Product Categories	1.3 – Routers, Switches, Security, and Storage Networking
Price List Location	Price List (https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/palo-alto-networks-inc/)
Seller's Permit Number	100803132 (Refer to Section 6.D)
CAL-Card Accepted	No (Refer to Section 8.C)
SB/DVBE Certification	None
Contractor Contact Information	Regina Acheampong Phone: (669) 261-5126 Email: racheampon@paloaltonetworks.com
Ordering Address	Palo Alto Networks, Inc. 3000 Tannery Way Santa Clara, CA 95051
Ordering Email	racheampon@paloaltonetworks.com
Ordering Fax	N/A
Ordering Contact	Regina Acheampong (669) 261-5126
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-20-70-47-06 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>
Cloud Offering Available	Local Agencies only

Attachment A, continued

Item	Agreement Detail
Cooperative Agreement	7-20-70-47-07
Contractor Name	Juniper Networks (US), Inc.
Term	06/03/2021 through 09/30/2026
Link to Cal eProcure	Cal eProcure 7-20-70-47-07 webpage
Lead State Agreement	AR3232
Product Categories	1.2 Networking 1.3 Routers, Switches, Security, and Storage Networking
Price List Location	Price List (https://www.naspovaluepoint.org/portfolio/data-communications-2019-2026/juniper-networks-us-inc/)
Seller's Permit Number	97804514 (Refer to Section 6.D)
CAL-Card Accepted	No (Refer to Section 8.C)
SB/DVBE Certification	None
Contractor Contact Information	Roxanne Bieniek Phone: (603) 312-8350 Email: rbieniek@juniper.net
Ordering Address	Refer to Juniper's Authorized Resellers List
Ordering Email	Refer to Juniper's Authorized Resellers List
Ordering Fax	Refer to Juniper's Authorized Resellers List
Ordering Contact	Refer to Juniper's Authorized Resellers List
Authorized Resellers (Refer to Section 7.B)	Current Approved Authorized Reseller list is posted on Cal eProcure 7-20-70-47-07 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>
Cloud Offering Available	Local Agencies Only

Department of General Services - Procurement Division
APPROVED AUTHORIZED RESELLERS

Participating Addendum: **7-20-70-47-04**
 Title: Data Communications
 Contractor Name: **Hewlett Packard Enterprise Company**
 Revision Date: **2/26/2025**

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 Fi\$Cal purposes only)
Ahead, Inc. which will do business in California as Kovarus, Inc.	1301 J. St. Suite 401 Sacramento, CA 95814	N/A	KOV-PublicSectorSales@ahead.com	312-924-4492	Scott Wiele	N/A	7-20-70-47-04.32
AIXTEK dba Eaton and Associates	890 Cowan Road, Ste C, Burlingame, CA, 94010	415-282-1108	jFinley@eatonassoc.com	415-282-1188	James Finley	N/A	7-20-70-47-04.01
Cadence Team, Inc.	733 Sherwood Dr. Yuba City, CA 95991	916-710-8264	sales@cadence.team	844-934-8326 x 102	Jeremy Caudill	2001888	7-20-70-47-04.33
CDW Government LLC	6281 Beach Blvd, Ste 307 Buena Park, CA 90621	N/A	jasons@cdw.com	877-325-0934	Jason Schwartz	N/A	7-20-70-47-04.07
Computacenter United States Inc.	PO Box 847403 Los Angeles, CA 90084	N/A	Bob.Jamieson@computacenter.com	(650) 823 9302	Bob Jamieson	N/A	7-20-70-47-04.48
ConvergeOne, Inc.	4290 E Brickell Street Ontario, CA 91761	N/A	kbowden@convergeone.com	909-230-7500	N/A	N/A	7-20-70-47-04.08
Dasher Technologies, Inc.	675 Campbell Technology Parkway Suite 100, Campbell, CA 95008	866-898-9503	sales-inquiry@dasher.com	866-898-9506	John Galatea	N/A	7-20-70-47-04.09
DATA PATH, INC.	1415 J Street Modesto, CA 95354	888-499-1959	orders@mydatapath.com	800-838-1488	Orion Potts	N/A	7-20-70-47-04.34
DecoTech Systems, Inc.	1180 MT Diablo Blvd. Walnut Creek, CA 94596	925-954-1521	sales@decotech.com	925-954-1520	Rebecca Rivero	18141	7-20-70-47-04.10
Development Group, Inc.	6704 Lockheed Dr Redding, CA 96002	530-248-3415	orders@development-group.net	530-229-0071	Jason Jones	N/A	7-20-70-47-04.35
Digital Scepter Corporation	29970 Technology Drive Ste 122B Murrieta CA 92563	951-294-5330	orders@digitalscepter.com	888-299-3718	Jon Robinson	N/A	7-20-70-47-04.36
Entisys Solutions, Inc. dba Entisys360	1855 Gateway Blvd, Ste 730 Concord, CA 94520	N/A	Joseph.sogge@entisys360.com	925-688-8989	N/A	N/A	7-20-70-47-04.12
Eplus Technology, Inc.	233 Technology Way Ste 4 Rocklin, CA 95765	916-251-3980	cverbeke@eplus.com	916-251-3914	Carrie Verbeke	N/A	7-20-70-47-04.13
General Datatech, LP	999 Metromedia Place, Dallas, TX 75247	N/A	Jennifer.chiids@gdt.com	650-269-9133	Jennifer Chiids	N/A	7-20-70-47-04.47
GigaKOM	9245 Activity Road, Ste 105 San Diego, CA 92126	858-565-2453	order@gigakom.com	858-769-5416	Kjersten Davis	N/A	7-20-70-47-04.37
Glass Box Technology, Inc.	2855 Camino Serbal Carlsbad CA 92009	760-683-6362	john@gboxtech.com	805-750-0867	George	N/A	7-20-70-47-04.46
Golden Star Technology Inc. dba GST	12881 166th Street Cerritos, CA 90703	562-345-8714	dpwang@gstes.com	800-833-0128	Dennis Wang	N/A	7-20-70-47-04.15
GovConnection, Inc which will do business in California as CaliforniaGovConnection, Inc.	732 Milford Road, Merrimack, NH 03054	603-683-0374	SLEDOPS@connection.com	800-800-0019	Robert Bush	N/A	7-20-70-47-04.44
Insight Public Sector, Inc.	6820 S. Hart Ave. Tempe, AZ 85283	480-760-8532	chris.robertson@insight.com	480-409-6775	Chris Robertson	N/A	7-20-70-47-04.17
InterVision Systems LLC	2270 Martin Avenue Santa Clara, CA 85050	408-980-8893	Michael.lapides@intevision.com	408-567-4200	Michael Lapides	N/A	7-20-70-47-04.19

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)
IT Management Corporation	5201 Great America Parkway Suite 320 Santa Clara, CA 95054	888-506-0606	cst@itmqmt.com	408-837-7000	Arman Eghball	1797174	7-20-70-47-04.38
Network Integration Company Partners, Inc. dba NIC Partners	11981 Jack Benny Suite 103 Rancho Cucamonga, CA 91739	909-919-7997	dfiola@nicpartnersinc.com	909-919-2806	Doreen Fiola	N/A	7-20-70-47-04.39
Nth Generation Computing, Inc	17055 Camino San Bernardo San Diego, CA 92127	N/A	ar@nth.com	858-451-2383	Stephanie Moser	N/A	7-20-70-47-04.21
NWN Corporation which will do business in California as NWN Solutions Corporation	2969 Prospect Park Drive, Suite 225 Rancho Cordova, CA 95670	916-596-4800	SCA_Sales_Team@nwnit.com	(916) 637-2200	Tim Meade	N/A	7-20-70-47-04.22
Presidio Networked Solutions Group, LLC	400 Capitol Mall, Suite 09-106, Sacramento, CA 95814	760-683-6362	jdempsey@presidio.com	916-979-6923	N/A	N/A	7-20-70-47-04.45
Riverside Technologies	748 N. 109th Court Omaha, NE 68154	866-812-5370	kbranson@1rti.com kbranson@1rti.com	800-625-5488	Kurt Branson or Erica Kallweit	N/A	7-20-70-47-04.24
Sehi Computer Products, Inc.	1275 Puerta Del Sol, San Clemente CA, 92673	949-498-1770	erica@sehi.com	949-498-0920	Erica Hart	N/A	7-20-70-47-04.26
SHI International, Corp.	290 Davidson Avenue Somerset, NJ 08873	N/A	nick_grappone@shi.com	725-564-8189	Nick Grappone	N/A	7-20-70-47-04.27
TechNet Partners, Inc.	6116 Innovation Way Carlsbad, CA 92009	714-464-4249	avermette@technetpartners.com	951-235-5188	Andrew Vermette	N/A	7-20-70-47-04.41
Techstrata, LLC	19800 MacArthur Blvd. Suite 300 Irvine CA 92612	949-503-6144	o_sales.15@techstrata.com	949-503-6140	Mike Khalili	1738716	7-20-70-47-04.42

PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of Utah

Master Agreement #: AR3228

Participating Addendum # AR3228

Contractor: **HEWLETT PACKARD ENTERPRISE COMPANY**

Participating Entity: **STATE OF UTAH**

The following products or services are included in this contract portfolio:

All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This Addendum covers the **Data Communication Products and Services** led by the State of Utah for use by state agencies and other entities located in the Participating State or State Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Pricing: Prices and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement AR3228. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
4. Order of Precedence: The order of precedence as provided in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 1 applies to this PA.
5. Participation: This Addendum to the NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
6. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)
Led by the State of Utah

Contractor

Name:	Nancy Schwarz
Address:	6280 America Center Drive, San Jose, CA 95002
Telephone:	(480) 636-0267
Email:	Nancy.schwarz@hpe.com

Participating Entity

Name:	Solomon Kingston
Address:	3150 State Office Building, Salt Lake City, UT 84114
Telephone:	801-538-3228
Email:	skingston@utah.gov

7. Participating Entity Modifications Or Additions To The Master Agreement

The following terms and conditions will apply to this participating addendum.

1. DEFINITIONS:

- a. "Access to Secure Public Facilities, Data, and Technology" means Contractor will (A) enter upon secure premises controlled, held, leased, or occupied by the State of Utah or an Eligible User; (B) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by the State of Utah or an Eligible User; or (C) have access to or receive any Public Data or Confidential Information during the course of performing this Contract.
- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors or other agents of Contractor who need to access Public Data to enable the Contractor to perform its responsibilities under this Contract.
- c. "Confidential Information" means information that is deemed as confidential under applicable record laws. The State of Utah and the Eligible Users reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws by Contractor.
- d. "Contract" means this State of Utah PA, including the referenced NASPO ValuePoint Master Agreement AR3228, and all referenced attachments and documents incorporated by reference. This Contract may include any purchase orders that result from the parties entering into this Contract.
- e. "Contractor" is as defined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 2.
- f. "Data Breach" is as defined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 2.
- g. "Division" means the State of Utah Division of Purchasing.
- h. "DTS" means the Department of Technology Services.
- i. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations,



agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.

- j. "Federal Criminal Background Check" means an in depth background check conducted and processed by the FBI that covers all states. Federal Criminal Background Check reports will show if applicant has had any criminal cases filed against them that violated federal criminal law.
 - k. "Good" means any deliverable not classified as a Custom Deliverable or Service that Contractor is required to deliver to the Eligible Users under this Contract.
 - l. "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State of Utah and the federal government because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the general public as public information.
 - m. "Personal Data" is as defined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 2.
 - n. "Proposal" means Contractor's response documents, including attachments, to the NASPO ValuePoint Data Communications Products and Services solicitation.
 - o. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
 - p. "Security Incident" is as defined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 2.
 - q. "Services" means the furnishing of labor, time, or effort by Contractor as set forth in this Contract, including but not limited to installation, configuration, implementation, technical support, warranty maintenance, and other support services.
 - r. "Solicitation" is as defined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 2.
 - s. "Public Data" means all Confidential Information, Non-Public Data, Personal Data, and Protected Health Information that is created or in any way originating with the State of Utah or an Eligible User whether such data or output is stored on the State of Utah's or an Eligible User's hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State of Utah, an Eligible User, or by Contractor. Public Data includes any federal data, that the State of Utah or an Eligible User controls or maintains, that is protected under federal laws, statutes, and regulations.
 - t. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
 3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
 4. **NO WAIVER OF SOVEREIGN IMMUNITY:** In no event shall this Contract be considered a waiver by the Division, an Eligible User, or the State of Utah of any form of defense or immunity, whether sovereign immunity, governmental immunity, or any other immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
 5. **RECORDS ADMINISTRATION:** Record Administration shall be as outlined in the NASPO ValuePoint Master

Agreement AR3228 Attachment A section 29.

- 6. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

(1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.

(2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

(3) Contractor's failure to comply with this section will be considered a material breach of this Contract.

(4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

- 7. CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the Division.

- 8. CONFLICT OF INTEREST WITH STATE EMPLOYEES:** Contractor agrees to comply and cooperate in good faith will all conflict of interest and ethic laws including Section 63G-6a-2404, Utah Procurement Code, as amended.

- 9. INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the Division, the Eligible Users, or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

- 10. CONTRACTOR ACCESS TO SECURE Public FACILITIES, PUBLIC DATA, AND TECHNOLOGY:** An employee of Contractor or a Subcontractor may be required to complete a Federal Criminal Background Check, if said employee of Contractor or a Subcontractor will have Access to Secure Public Facilities, Public Data, and Technology. Contractor shall provide the Eligible User with sufficient personal information (at Contractor's own expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at the Eligible User's expense. The Eligible User will also provide Contractor with a Disclosure Form and Confidentiality Agreement which must be filled out by Contractor and returned to the Eligible User. Additionally, each employee of Contractor or a Subcontractor, who will have Access to Secure Public Facilities, Public Data, and Technology, will be scheduled by the Eligible User to be fingerprinted, at a minimum of one week prior to having such access. At the time of fingerprinting, said employee of Contractor or a Subcontractor will disclose, in full, any past record of felony or misdemeanor convictions. The Eligible User is authorized to conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided. The Eligible User may use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) every two years and reserves the right to revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor agrees to notify the Eligible User if an arrest or conviction of any employee of Contractor or a Subcontractor that has Access to Secure Public Facilities, Public Data and Technology occurs during this Contract. Contractor, in executing any duty or exercising any right under this Contract, shall not cause or permit any of its employees or employees of a Subcontractor (if any) who have been convicted of a felony or misdemeanor to have Access to Secure Public Facilities, Public Data, and Technology. A felony and misdemeanor

are defined by the laws of the State of Utah, regardless of where the conviction occurred.

11. **DRUG-FREE WORKPLACE:** Contractor agrees to abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
12. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the Eligible User, Contractor agrees to comply with the applicable customer policies that are relevant to Contractor's attendance at customer's site or use of customer IT and facilities, subject to the following: (a) customer will provide Contractor with written details of steps required to comply with applicable policies in advance of the performance; and (b) if policy compliance cannot reasonably be achieved by Contractor consistent with the scope or pricing of the Contract, the parties will amend the Contract as necessary.
13. **INDEMNITY CLAUSE:** Indemnity shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 39.
14. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
15. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
16. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract.
17. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract, by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
18. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given fifteen (15) calendar days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon sixty (60) days written termination notice being given to the other party. The State or Participating Entity or Eligible User will pay for equipment and software ordered, delivered, and accepted prior to the date of termination.

If Services apply to this Contract, then Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible Users, or the State of Utah is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.
19. **SUSPENSION OF WORK:** Should circumstances arise which would cause the Division to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Division.
20. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion

DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)
Led by the State of Utah

of the Division or an Eligible User, if it is reasonably determined that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the Eligible User will reimburse Contractor for the Goods or Services properly ordered until the effective date of said notice. The Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

- 21. SALES TAX EXEMPTION:** The Goods, Custom Deliverables, or Services being purchased by the Eligible Users under this Contract are being paid from the Eligible User's funds and used in the exercise of the Eligible User's essential function as an Eligible User. The Eligible User will provide Contractor with a copy of its sales tax exemption number upon request. It is the Contractor's responsibility to request the sales tax exemption number from the Eligible User.
- 22. TITLE AND OWNERSHIP WARRANTY:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Good delivered to the Eligible Users under this Contract, unless otherwise specified in the Order. Contractor fully indemnifies the Eligible Users for any loss, damages or actions arising from a breach of this warranty without limitation.
- 23. HARDWARE WARRANTY:** Hardware warranty shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 18.
- 24. SOFTWARE WARRANTY:** Software warranty shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 18.
- 25. WARRANTY REMEDIES:** Warranty remedies shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 18.
- 26. UPDATES AND UPGRADES:** Contractor grants to the Eligible Users a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the term of this Contract. Such upgrades and updates are subject to the terms of this Contract. The Eligible Users shall download, distribute, and install all updates as released by Contractor during this Contract, and Contractor strongly suggests that the Eligible Users also download, distribute, and install all upgrades as released by Contractor during this Contract.
- 27. BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With an Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems, subject to Contractor's obligation of this Contract. In the event that an Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of this Contract.
- 28. TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is a part of the Goods or Custom Deliverables that Contractor provides under this Contract, Contractor will use commercially reasonable efforts to respond, in a reasonable time, when technical support or maintenance requests regarding the Goods or Custom Deliverables are made to Contractor.
- 29. SECURE PROTECTION AND HANDLING OF PUBLIC DATA:** If Contractor is given Public Data as part of this Contract, the protection of Public Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Public Data. To the extent that Contractor is given Public Data, Contractor shall safeguard the confidentiality, integrity and availability of the Public Data and comply with the following conditions outlined below. Eligible Users reserve the right to verify Contractor's adherence to the following conditions to ensure they are met during the life of the contract:
 - 1. Network Security:** Contractor agrees at all times to maintain network security that - at a minimum - includes: network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor also agrees to maintain network security that conforms to one of the following:

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- (1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy* (copy available upon request);
 - (2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - (3) Any generally recognized comparable standard that Contractor then applies to its own network and approved by DTS in writing.
2. **Public Data Security:** Contractor agrees to protect and maintain the security of Public Data with protection that is at least as good as or better than that maintained by the Contractor's Data Privacy and Security Attachment to this Contract. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). Eligible User reserves the right to determine if Contractor's level of protection adequately meets the Eligible User's security requirements.
 3. **Public Data Transmission:** Contractor agrees that any and all transmission or exchange of system application data with the Eligible Users and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).
 4. **Public Data Storage:** Contractor agrees that all Public Data will be stored and maintained in data centers in the United States. Contractor agrees that no Public Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process. Contractor shall permit its employees and Subcontractors to access non-Public Data remotely only as required to provide technical support and general Order administration. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model.
 5. **Public Data Encryption:** Contractor agrees to store all State of Utah data provided to Contractor as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key.
 6. **Password Protection:** Contractor agrees that any portable or laptop computer that has access to the Eligible Users or State of Utah networks, or stores any Public Data is equipped with strong and secure password protection.
 7. **Public Data Re-Use:** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Contractor further agrees that no Public Data of any kind shall be transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Eligible Users.
 8. **Public Data Destruction:** The Contractor agrees that upon expiration or termination of this Contract it shall erase, destroy, and render unreadable all Public Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. It is understood by the parties that the Eligible User's written directive may request that certain data be preserved in accordance with applicable law.
 9. **Services Shall be Performed within United States.** Contractor agrees that all of the Services related to Public Data that it provides to the Eligible Users will be performed by Contractor and Subcontractor(s) within the borders and jurisdiction of the United States. Notwithstanding, Contractor shall permit its employees and Subcontractors to access Public Data remotely only as required to provide technical support and general Order administration. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model.
- 30. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall within 48 hours, inform an Eligible User of any Security Incident or Data Breach of Eligible User Public Data.
1. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.

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2. **Security Incident Reporting Requirements:** Contractor shall report a Security Incident to the Eligible User within 48 hours if Contractor reasonably believes there has been a Security Incident.
 3. **Breach Reporting Requirements:** If Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Public Data that is subject to applicable data breach notification law, Contractor shall: (a) promptly notify the Eligible User within 48 hours or sooner, unless shorter time is required by applicable law; (b) take commercially reasonable measures to address the Data Breach in a timely manner; and (c) be responsible for its Data Breach responsibilities, as provided in the next Section.
- 31. DATA BREACH RESPONSIBILITIES:** This Section only applies when a Data Breach occurs. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with DTS Policy 5000-0002 Enterprise Information Security Policy (copy available upon request). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach; and (d) in accordance with applicable laws indemnify, hold harmless, and defend DTS and the State of Utah against any claims, damages, or other harm related to such Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor shall be responsible for all notification and remedial costs and damages.
- STATE INFORMATION TECHNOLOGY POLICIES:** If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables it is important that contractors follow the same policies and procedures that DTS follows for their own internally developed goods and deliverables to minimize security risk, ensure applicable State and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor agrees to comply with the following DTS Policies which are available upon request:
1. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** The Enterprise Application and Database Deployment Policy requires any Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable state and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
 2. **DTS policy 4000-0002, Enterprise Password Standards Policy:** Any Contractor developing software for the State must ensure it is built to follow the password requirements outlined in the Enterprise Password Standards Policy.
 3. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** The Software Development Life Cycle Policy requires any Contractor developing software for the State to work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
 4. **DTS Policy 4000-0004, Change Management Policy:** Per the Change Management Policy, any Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Following this notification, any outages or Data Breaches which are a direct result of Contractor's failure to comply with DTS instructions and policies following notification will result in Contractor's liability for any and all damages resulting from or associated with the outage or Data Breach.
- 33. PUBLIC INFORMATION:** Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal in accordance with GRAMA. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information or similar notation. The Division, the Eligible Users, or the State of Utah will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

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- 34. DELIVERY:** Delivery shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 14.
- 35. ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to Eligible Users or provide any Good and Custom Deliverable for download from the Internet, if approved in writing by the Eligible Users. Contractor should take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process, and are reminded that failure to do so may constitute a breach of obligations owed to the Eligible Users under this Contract. Contractor warrants that all electronic deliveries will be free of known, within reasonable industry standards, malware, bugs, Trojan horses, etc. Any electronic delivery that includes Public Data that Contractor processes or stores must be delivered within the specifications of this Contract.
- 36. ACCEPTANCE PERIOD:** The acceptance period shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 16.
- 37. ORDERING AND INVOICING:** Ordering and invoicing shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 13.
- 38. PROMPT PAYMENT DISCOUNT:** Contractor may quote a prompt payment discount based upon early payment. Contractor shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received.
- 39. PAYMENT:**
1. Payments will be made within thirty (30) days from a correct invoice is received. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
 2. Unless otherwise stated in this Contract, all payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not allow Contractor to charge electronic payment fees of any kind.
 3. The acceptance by Contractor of final payment without a written protest filed with the Eligible User within ten (10) working days of receipt of final payment shall release the Eligible User, the Division, and the State of Utah from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
 4. Contractor agrees that if during, or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible Users to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible Users any such overpayments.
- 40. INDEMNIFICATION – INTELLECTUAL PROPERTY:** Indemnification – Intellectual Property shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 39.b.
- 41. OWNERSHIP IN INTELLECTUAL PROPERTY:** The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.
- 42. OWNERSHIP IN CUSTOM DELIVERABLES:** [reserved as not applicable]
- 43. OWNERSHIP, PROTECTIN AND USE OF RECORDS:** [reserved, HPE is not transferring title of its IP. Ownership of records is specified in Section 41 of the State of Utah PA. Confidentiality of records is covered in Section 46 of the State of Utah PA]
- 44. PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESS AND PROCEDURES.** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract,

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Contractor agrees to hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

45. PROTECTION AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: refer to NASPO ValuePoint Master Agreement AR3228 Attachment A section 30.

46. CONFIDENTIALITY: Confidentiality shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 30.

Contractor shall be responsible for any breach of this duty of confidentiality contract by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Section 13-44-101 thru 301 et al). Contractor shall indemnify, hold harmless, and defend the Division, the Eligible Users, and State of Utah from claims related to a breach of these confidentiality requirements by Contractor or anyone for whom the Contractor is liable. This duty of confidentiality shall be ongoing and survive the term of this Contract.

47. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

48. DEFAULT AND REMEDIES: Default and Remedies shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 36.

49. TERMINATION UPON DEFAULT: In the event an Order under this Contract is terminated as a result of a default by Contractor, the Eligible User may procure or otherwise obtain, upon such terms and conditions as the Eligible User deems appropriate, Goods, or Services similar to those terminated, and Contractor shall be liable to the Eligible User for any and all direct cover costs and damages arising therefrom, including attorneys' fees, excess costs and fees, and cost of cover, incurred by the Eligible User in obtaining similar Goods, or Services.

50. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Division and the Eligible Users may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

51. PROCUREMENT ETHICS: Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

52. CONTRACTOR'S INSURANCE RESPONSIBILITY. Contractor's insurance responsibility shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 28

53. RESERVED

54. CONFLICT OF TERMS: Contractor terms and conditions that apply must be in writing and attached to this Contract. No other terms and conditions will apply to this Contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, purchase orders, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A section 1.

55. ENTIRE AGREEMENT: This Contract shall constitute the entire agreement between the parties, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

- 56. SURVIVORSHIP:** This paragraph defines the specific contractual provisions that will remain in effect after expiration of, the completion of, or termination of this Contract, for whatever reason: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of Public Data; (c) Data Breach Responsibilities; (d) Protection, and Use of Confidential Federal, State, or Local Government Internal Business Processes and Procedures; (e) Protection, and Return of Documents and Data Upon Contract Termination or Completion; (f) Confidentiality; (g) Conflict of Terms; and (h) any other terms that by their nature would survive the expiration of, completion, or termination of this contract.
- 57. WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract.
- 58. CONTRACT INFORMATION:** During the duration of this Contract, the Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
- 59. COMPLIANCE WITH ACCESSIBILITY STANDARDS:** Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor must also adhere to Utah Administrative Rule R895-14-1-4-2, which states that vendors proposing IT products and services shall provide Voluntary Product Accessibility Templates® (VPAT™) documents. Contractor uses the Voluntary Product Accessibility Template (VPAT) to report how products conform to Section 508 standards (Section 508 of the Rehabilitation Act of 1973, amended in 1998). VPAT Reports and additional WCAG Reports can be provided upon request.
- 60. RIGHT TO AUDIT:** Right to Audit shall be as outlined in the NASPO ValuePoint Master Agreement AR3228 Attachment A Section 29.
- 61. LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 62. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.
- 63. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
- 64. QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
- 65. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 66. REPORTS AND FEES:**
- 1. Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be one quarter of one percent (or 0.25%) and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 - 2. Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

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3. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

If Services are applicable to this Contract, the following terms and conditions apply to this Contract:

67. **TIME IS OF THE ESSENCE:** Contractor will provide Services as specified in an accepted Order, and will use all commercially reasonable efforts to deliver in the agreed upon deadline stated in the Order.

68. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

69. ADDITIONAL INSURANCE REQUIREMENTS:

1. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.
2. Any other insurance policies described or referenced in the Solicitation for this Contract.
3. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, state, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
4. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

70. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

71. **STATE REVIEWS, LIMITATIONS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor.

72. **TRAVEL COSTS:** The following will apply unless otherwise agreed to in the contract: All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.

8. **Subcontractors:** Contractor and Fulfillment Partners authorized in the State of *Utah*, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants under this Addendum to the NASPO ValuePoint Master Agreement. The Fulfillment Partners participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.



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9. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of Utah Division of Purchasing & General Services	Contractor: Hewlett Packard Enterprise Company
Signature: 	Signature: 
Name: Christopher Hughes	Name: Chris Backs
Title: Chief Procurement Officer	Title: Sr. Contract Negotiator
Date: Nov 13, 2019	Date: Nov 13, 2019

For questions on executing a participating addendum, please contact:
 NASPO ValuePoint: info@naspovaluepoint.org



Hewlett Packard Enterprise

HPE Data Privacy and Security Attachment

This Data Privacy and Security Attachment ("DPSA") governs the privacy and security of Personal Data by HPE in connection with the services described in a transaction document that references this DPSA ("Services") and is made a part of the agreement applicable to the Services between HPE and Customer ("Agreement").

1. This DPSA forms part of the Agreement. To the extent there are any conflicts between the terms of this DPSA and the Agreement, the DPSA shall prevail.
2. Definitions:
 - 2.1. "Business Contact Data" means contact information of Customer's representatives for invoicing, billing, and other business inquiries, (ii) information on Customer's usage of Services, and (iii) other information that HPE collects and needs to communicate with Customer.
 - 2.2. "Controller" means the natural or legal person, public authority, agency, or any other body which alone or jointly with others determines the purposes and means of the Processing of Personal Data in accordance with applicable Privacy Law.
 - 2.3. "Personal Data" or "Customer Personal Data" means any (Customer) information relating to an identified or identifiable natural persons or as otherwise defined in applicable Privacy Laws.
 - 2.4. "Privacy Laws" mean all applicable laws and regulations relating to the Processing of Personal Data and privacy that may exist in the relevant jurisdictions.
 - 2.5. "Process," "Processing," or "Processed" means an operation or set of operations performed on or with Personal Data whether or not by automatic means (including, without limitation, accessing, collecting, recording, organizing, retaining, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing, and destroying Personal Data) and any equivalent definitions in Privacy Law to the extent that such definition should modify this definition.
 - 2.6. "Processor" means any natural or legal person, public authority, agency, or other body which Processes Personal Data on behalf of a Controller or on the instruction of another Processor acting on behalf of a Controller.
3. Appointment and Instructions:
 - 3.1. HPE shall Process Customer Personal Data as necessary to provide the Services and to meet HPE's obligations under this DPSA, the Agreement, and applicable Privacy Law as a service provider and Processor of Customer Personal Data. Details of the Processing, including the subject matter, purpose, and duration of the Processing, the types of Personal Data, and the categories of data are set out in the applicable transaction document.
 - 3.2. HPE shall Process Customer Personal Data in accordance with Customer's instructions as set out in this DPSA, the Agreement, or other documented instructions between HPE and Customer. Potential costs and charges associated with such additional instructions shall be agreed pursuant to the terms of the Agreement.
 - 3.3. HPE may Process Customer Personal Data other than on the instructions of Customer if it is required under law applicable to HPE. In this situation, HPE shall inform Customer of such a requirement before HPE Processes Customer Personal Data unless the law prohibits this on important grounds of public interest. If HPE is unable to comply with Customer's instructions or this DPSA due to changes in legislation or, if HPE believes (without having to conduct a comprehensive legal analysis) that any instruction from Customer will violate applicable law or for any other reason, HPE shall promptly notify Customer in writing.
 - 3.4. HPE acknowledges that HPE has no right, title, or interest in Customer Personal Data (including all intellectual property or proprietary information contained therein). HPE may not sell, rent, or lease Customer Personal Data to anyone.
 - 3.5. If Customer uses the Services to Process any categories of data not expressly covered by this DPSA, Customer acts at its own risk and HPE shall not be responsible for any potential compliance deficits related to such use.

4. Compliance with laws

- 4.1. The Parties shall at all times comply with their respective obligations under this DPSA and Privacy Laws that apply to their respective processing of Personal Data. In addition, if HPE interacts with Protected Health Information as defined under the Health Insurance Privacy and Portability Act, the parties agree to comply with the terms of the Business Associate Agreement found at www.hpe.com/info/customer-privacy.html.
- 4.2. HPE shall also comply with all applicable laws and HPE's privacy policy with respect to the Processing of Business Contact Data and use Business Contact Data only for legitimate business purposes, including, without limitation, invoicing, collections, service usage monitoring and optimization, service improvements, maintenance, support, communications relating to contract renewals (directly or through a subprocessor acting on HPE's behalf or an HPE approved reseller for contract renewal purposes), and information about new and additional services.
- 4.3. Where HPE discloses its personnel's personal data to Customer or HPE personnel provide their personal data directly to Customer, which Customer Processes to manage its use of the Services, Customer shall Process that data in accordance with its privacy policies and applicable Privacy Laws. Such disclosures shall be made by HPE only where lawful for the purposes of contract management, service management, or Customer's reasonable and lawful background screening verification or security purposes.

5. Security

- 5.1. HPE shall implement and maintain the physical, technical, and organizational security measures set out in the applicable transaction document, to protect Customer Personal Data and Business Contact Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, or access.
- 5.2. Customer acknowledges that HPE may change the security measures through the adoption of new or enhanced security technologies and authorises HPE to make such changes provided that they do not diminish the level of protection. HPE shall make information about the most up to date security measures applicable to the Services available to Customer upon request.
- 5.3. Computers and servers have reasonable up-to-date versions of system security software which may include host firewall, anti-virus protection, and up-to-date patches and virus definitions. Software is configured to scan for and promptly remove or fix identified findings. HPE maintains logs of various components of the infrastructure and an intrusion detection system to monitor, detect, and report misuse patterns, suspicious activities, unauthorized users, and other actual and threatened security risks.
- 5.4. Employees and contractors are trained on HPE's privacy and security policies and made aware of their responsibilities with regard to privacy and security practices. HPE employees and contractors are contractually bound to maintain the confidence of Customer Personal Data and comply with applicable HPE policies, standards, or requirements in relation to the Processing of Customer Personal Data. Failure to comply with those policies, standards, or requirements will be subject to investigation which may result in disciplinary action up to and including termination of employment or engagement by HPE.
- 5.5. In the event HPE confirms a security breach leading to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Customer Personal Data ("Security Incident"), HPE will:
 - 5.5.1. without undue delay, notify Customer of the Security Incident. HPE will provide Customer with updates on the status of the Security Incident until the matter has been remediated. The reports will include, without limitation, a description of the Security Incident, actions taken, and remediation plans. If Customer becomes aware of a Security Incident that affects the Services, Customer shall promptly notify HPE of such and inform HPE of the scope of the Security Incident. Notice shall be provided to HPE Security Operations Center via email at soc@hpe.com and/or to 1-877-762-6139.



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5.5.2.at the request and cost of the Customer, (i) provide reasonable assistance to the Customer in notifying a security breach to the supervisory authority competent under the Privacy Laws applicable to the Customer; and (ii) provide reasonable assistance to the Customer in communicating a data breach to data subjects in cases where the data breach is likely to result in a high risk to the rights and freedoms of individuals.

6. Subprocessing and Location of Processing

6.1. Customer authorises HPE to engage affiliated and unaffiliated subprocessors (“Subprocessors”) to perform some or all of its obligations under the Agreement. Only where necessary to provide the Services, HPE will provide its Subprocessors with access to Customer Personal Data.

6.2. The Subprocessors applicable to the Services and location of processing can be found at www.hpe.com/info/customer-privacy.html and are deemed as approved by Customer. Customer will subscribe to HPE’s notification tool on the above website, and in the event of changes to approved Subprocessors, HPE will notify Customer via the notice subscription tool. Customer shall have ten (10) business days from receipt of the information on Subprocessors to object to the appointment or replacement of a Subprocessor, and the parties shall use all reasonable endeavours to resolve Customer’s objection. If the parties fail to resolve Customer’s objection within a reasonable period of time, the matter shall be addressed pursuant to the dispute resolution procedure in the Agreement. In case HPE and customer fail to agree on an amicable resolution to the proposed subprocessor change, HPE shall have a right to terminate the contract without further obligations.

6.3. HPE shall conduct appropriate due diligence of its Subprocessors and execute valid, enforceable, and written contracts with Subprocessors requiring the Subprocessor to abide by terms no less protective than those in this DPSA regarding the Processing and protection of Customer Personal Data (including the EU Model Contract terms relating to data importers in the case of an onward transfer of EU, EEA, or Swiss Personal Data to a non-adequate country).

6.4. HPE remains responsible for the acts and omissions of the affiliates and Subprocessors it engages to provide the Services to Customers giving rise to a breach of this DPSA as if they were its own acts or omissions.

7. Audit and Assurance

7.1. Customer shall have the right to conduct additional audits of HPE’s compliance with its obligations under this DPSA in accordance with the Agreement. The audit rights are generally exercised in consultation with HPE. HPE is obliged to assist Customer in such audits and any audits of the competent authorities. These audits must be carried out in consideration of the business processes and HPE’s need for security and confidentiality.

7.2. Certain information about HPE’s security standards and practices are sensitive confidential information which will not be disclosed by HPE to Customer. Upon request, HPE agrees to respond, no more than once per year, to a reasonable information security questionnaire concerning security practices specific to the Services provided hereunder.

7.3. On Customer’s request, HPE shall within a reasonable timeframe make appropriate information available to Customer to demonstrate its compliance with applicable Privacy Law, save where that information is readily available to Customer direct through its use of the Services.

8. Providing Customer Assistance

8.1. At Customer’s request HPE shall cooperate with Customer and provide Customer with assistance necessary to facilitate the Processing of Customer Personal Data in compliance with Privacy Laws applicable to Customer in relation to HPE Services, including by way of example:

8.1.1.assist Customer by implementing appropriate and reasonable technical and organizational measures, insofar as this is possible, to assist with Customer’s obligation to respond to requests from individuals seeking to exercise their rights under the Privacy Laws applicable to Customer;

8.1.2.provide reasonable assistance to Customer in Customer’s assessment and implementation of appropriate technical and organizational measures to ensure a level of security appropriate to the risks represented by the Processing and the nature of Customer Personal Data;

8.1.3.the notification of Security Incidents pursuant to section 5.5;



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- 8.1.4. provide reasonable assistance to Customer in carrying out a privacy impact assessment and associated consultations with a supervisory authority for new technologies or products on the protection of Customer Personal Data.
- 8.2. If Customer requests cooperation or assistance pursuant to this Section, Customer shall notify HPE in writing of the requirements and formulate Customer's instructions. HPE shall respond within a reasonable period of time and provide Customer with approximate time and fee estimates for the implementation of any changes necessary to accommodate Customer's compliance needs. To the extent that compliance with this Section constitutes a change to the scope of the Services, the parties shall, acting reasonably, agree on appropriate change order.
9. Data Quality, Retrieval and Destruction, Repair, or Replacement Service
 - 9.1. To the extent that Customer is not able to access Customer Personal Data itself, HPE shall on Customer's written request (i) update, correct, or delete Customer Personal Data; and/or (ii) provide copies of Customer Personal Data.
 - 9.2. Upon termination of the Agreement, HPE shall at the election of Customer return or delete Customer Personal Data and HPE shall not retain copies of Customer Personal Data unless otherwise agreed with Customer or where it is required to do so under applicable law, in which case HPE shall stop actively Processing the data and maintain the security and confidentiality of the data.
 - 9.3. With regard to the repair or replacement of data carriers (server, hard-disks, SSD, flash-disks, memory etc.), Customer will either purchase the optional (C)DMR Service or adequately wipe (following the NIST Standard) carriers prior to providing them to HPE.
10. Data Transfers
 - 10.1. To address the transfer of EU, EEA, or Swiss Personal Data by Customer or a Customer affiliate to HPE or an HPE affiliate located in a country which is not approved by the European Commission as providing adequate protection for personal data pursuant to Article 45(3) of the General Data Protection Regulation, the execution of a controller to processor EU Model Contract ("EU Model Contract") is required in connection with the Services. Customer hereby authorizes HPE to execute an EU Model Contract on its and its affiliates' behalf.
 - 10.2. When interpreting the EU Model Contract, the term "Member State in which the data exporter is established" will be interpreted to mean (as appropriate) Switzerland or the EU or EEA member state in which the Data Exporter (as defined in the EU Model Contract) is established.
 - 10.3. In the case of any conflict between the EU Model Contract, the terms of this DPSA, and the Agreement, to the extent HPE Processes the Personal Data of EEA or Swiss residents, the EU Model Contract shall prevail but only to the extent necessary to resolve the conflict or inconsistency.
 - 10.4. Any audit pursuant to an EU Model Contract shall be conducted in accordance with the general procedures for audits provided in the Agreement except to the extent expressly required by a regulatory authority or Privacy Laws. Customer shall use commercially reasonable efforts to notify the regulatory authority of the audit requirements of the Agreement and to request that the audit be conducted in accordance with those requirements.
 - 10.5. Any losses suffered by the parties or their respective affiliates under the EU Model Contract shall be treated as if they had been suffered by Customer or HPE respectively and shall in all cases be recovered by Customer or HPE subject to any limits on that party's liability in the Agreement. Nothing in this Section shall limit the liability of either party in relation to a claim by a data subject under an EU Model Contract.
 - 10.6. In the event that EU Model Contracts are no longer a valid transfer mechanism or where HPE commits to an alternative valid transfer mechanism (e.g. Binding Corporate Rules for Processors), HPE shall notify Customer of the mechanism and seek Customer's agreement to rely on this mechanism instead of the EU Model Contract.