LPA Contract – Freshworks Software

Contract ID SLP-24-70-0025X

DGS - Statewide Procurement

CDW Government, LLC

CITY OF MERCED

A California Charter Municipal Corporation

D. Scott McBride

City Manager

ATTEST:

D. SCOTT MCBRIDE, CITY CLERK

Assistant/Deputy City Clerk

APPROVED AS TO FORM:

CRAIG J. CORNWELL, CITY ATTORNEY

oinwell 4/24/2024 City Attorney

985

ACCOUNT DATA:

M. VENUS RODRIGUEZ

Verified by Finance Officer

V-205

Funds to be encumbered as needed, xc 7/22/24

Not to exceed \$ 20,000,00

FL7/23/24

LPA Contract Details

Contract ID SLP-24-70-0025X

Contract Type

Acquisition Type

Status

Software License Program

IT Goods

Active

Description

Supplier Name

Freshworks Software

CDW GOVERNMENT LLC

Supplier ID 0000000218

Begin Date

Expire Date

04/03/2024 03/15/2027

Contract Administrator

Buyer

Email

Lillian Jue

lillian.jue@dgs.ca.gov

Department

Phone

DGS - Statewide Procurement

Categories

1-2 of 2

UNSPSC	UNSPSC Description
43231500	Business function specific software
81112200	Computer services - Software maintenance & support

Attachments

Attachment File

SLP-24-70-0025X_MASCOV.docx

SLP_Price_List_Final_(4)_(1).xlsx

https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?
Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=SLP-24-70-0025X



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

State of California SOFTWARE LICENSING PROGRAM (SLP) AGREEMENT



softwarelicensing program

Contractor: CDW Government LLC Contract Number: SLP-24-70-0025X

SLP Contract Term: 03/29/2024 through 03/15/2027

Contract Base: Freshworks Inc Offer Number FRESHWORKS-SLP-2024

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

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

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

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

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

For State of CA:	For Contractor:
Original Signature on File	Original Signature on File
Stephanne Lim	Signature
Manager	
Multiple Award Programs Section	Printed Title
Procurement Division	Timed Tide
Department of General Services	
	Printed Name
4/3/2024	
Date	Company Name
	Company Name
	Date

Procurement Division | State of California | California Government Operations Agency 707 3rd Street, 2ndFloor | West Sacramento, CA 95605 | t 916.375-4400

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

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

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

CONTRACTOR QUARTERLY REPORTS

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

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

SLP@DGS.CA.GOV

Alternatively, this report can be mailed to:

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

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

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

Important things to remember regarding SLP Quarterly Business Activity Reports:

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

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

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

CONTRACTOR QUARTERLY INCENTIVE FEES

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

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

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

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

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

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

CONTRACTOR INVOICES

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

Contract number

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

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

CONTRACTOR OWNERSHIP INFORMATION

CDW Government LLC is a large business enterprise.

EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

to provide a written response. Termination shall be at the sole discretion of the State.

AGENCY NON-COMPLIANCE

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

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

AVAILABLE PRODUCTS AND/OR SERVICES

This contract may provide for the purchase and warranty of software, software maintenance, technical support, training, installation, software as a service, and implementation services.

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

• Freshworks Inc.

UNAVAILABLE PRODUCTS AND/OR SERVICES

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

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

Notice to State Agencies: Software appliances/hardware products offered under the Software Publisher's pricelist are NOT available under the Software Licensing Program (SLP) if the same type

of software appliance/hardware products are currently available under any mandatory Statewide Contract. State agencies who want to purchase a software appliance/hardware product type, other than what is available through a mandatory Statewide Contract must submit an exemption request to the mandatory Statewide Contract Administrator. For more information and the required justification forms regarding the exemption process, please refer to the following website:

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

INSTALLATION SERVICES

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

IMPLEMENTATION SERVICES

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

Requirements

- State departments must complete a Statement of Work (SOW) for all Implementation services.
- Job titles/categories are limited to those identified in the SLP price list.

- Hourly rates must not exceed those identified in the SLP price list.
- Implementation services can only be purchased when they are in support of software purchased under the SLP.
- Time and Material pricing must not exceed the job Title hourly rate times the number of hours to complete the job.

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

SOFTWARE MAINTENANCE, SUBSCRIPTION AND SAAS RENEWALS

Software Maintenance, Subscription and SaaS renewals shall be fixed at the agencies prior applicable rates (or lower), with a 0% uplift (no up-lift) and no additional increases, fees or charges added, for the duration of this SLP contract.

SERVICE CREDITS

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

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

ISSUE PURCHASE ORDER TO

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

CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Attn: Nelson Narciso

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

Phone: (800) 808-4239 E-mail: nelsnar@cdw.com

SHIPPING INSTRUCTIONS

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

DELIVERY

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

AGENCY RESPONSIBILITY

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

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

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

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

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

ORDER REQUIREMENTS AND MAXIMUM ORDER LIMIT

- Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using SLP contracts. The requirements for the following bullets are in the SCM, Volume 2, (for IT): If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volume 2, Chapter 1200)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with

- the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For SLP transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

MINIMUM ORDER LIMITATION

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

ORDERING PROCEDURES

1. Order Form

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

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

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: http://www.dgs.ca.gov/osp (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: (http://www.osp.dgs.ca.gov/pdf/std065.pdf)

2. Purchase Orders

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

1. State Departments:

State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at http://www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

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

2. Local Governmental Departments:

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

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

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

3. Service and Delivery after Contract Expiration

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

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

CONTRACT PRICES

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

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

Said documents are to be sent to the Department of General Services (DGS) Procurement Division, Software Licensing Program, 707 Third Street, 2nd Floor, West

Sacramento, CA 95605-2811, Attention SLP Unit.

CONTRACT EXTENSIONS

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

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

SMALL BUSINESS MUST BE CONSIDERED

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

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

 The amount an ordering department can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made

- by the Contractor to each small business or DVBE.
- The Contractor will provide an ordering department with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering department how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering department towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
- The ordering department's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

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

In accordance with the State Contracting Manual, Volume 2, Section 1203.1, State departments shall require the Contractor to submit a complete an 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 departments shall do the following:

- Provide proper withhold notification to prime contractors.
- Withhold \$10,000 or the full amount of the final invoice if less than \$10,000 pending receipt of the complete and accurate STD 817.
- Review the STD 817. If it is determined to be complete and accurate, authorize payment of the withhold.
- If the STD 817 is late or incomplete, department must send the prime contractor a cure notice allowing at least 15 days, but not more than 30 days, to meet the Certification of Payments to DVBE Subcontractors requirements.
- If the prime contractor does not comply by the identified deadline, permanently deduct the withhold.

Retain all records for a minimum of six years.

PRODUCTIVE USE REQUIREMENTS

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

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

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

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

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

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

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is

defined in State Administrative Manual (SAM) § 4819.2.

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

STATE AND LOCAL GOVERNMENTS CAN USE THE SLP

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

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

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

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies and guidelines are applicable. THE USE OF THE SLP DOES NOT REDUCE OR RELIEVE STATE DEPARTMENTS OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into The SLP contracts. Notwithstanding this, there is no guarantee that "every" possible requirement that

pertains to all the different and unique state processes has been included.

TERMINATION OF SLP CONTRACT

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

STATEWIDE PROCUREMENT REQUIREMENTS

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

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

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

· Annual small business and disabled veteran reports.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

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

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

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Advance Payments

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

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

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

3. Payee Data Record (Std. 204)

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

4. DGS Administrative Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use

of SLP contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. Faxination no.: 916/376-6371

5. Credit Card

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

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

FEDERAL DEBARMENT

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

AMERICANS WITH DISABILITY ACT (ADA)

(See attachment B)

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

Phone no.:

916/375-4365

ATTACHMENT A

SLP QUARTERLY BUSINESS ACTIVITY REPORT

Company Name:				Reporting Calendar Year:	dar Year:		
Software Publisher:	er:			Reporting Quarter:		☐ Q1 (January to March)	
Contract Number:						☐ Q2 (April to June)	
or Questions Regarding this Report:	garding this l	Report:			□ Q3 (Ju	☐ Q3 (July to September)	
E-mail:					□ Q4 (O	□ Q4 (October to December)	<u>.</u>
				Check Here if N	Check Here if No New Orders for This Quarter [lhis Quarter □	
		STATI	E GOVERNME	STATE GOVERNMENT AGENCY PURCHASES	IASES		
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Contact Agency Address	Phone Number
Fotal State Agency Dollars Reported for Quarter:	cy Dollars Rep	ported for Quarte	\$::				
	k.	LOCA	L GOVERNME	LOCAL GOVERNMENT AGENCY PURCHASES	HASES		
ocal Government Agency Name		Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency A Contact	Agency Address	Phone
Total Local Government Agency Dollars for Quarter: \$	rnment Agen	cy Dollars for Qu	larter: \$				
1.25% Remitted t	to DGS (of tota	al Local Govt ag	ency dollars re	1.25% Remitted to DGS (of total Local Govt agency dollars reported for quarter): \$	\$		
Total of State and Local Government Agency Dol	d Local Gover	rnment Agency [Jollars Reporte	lars Reported for this Quarter: \$	49		

ATTACHMENT A

SLP QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the SLP Quarterly Business Activity Report.

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

Notes:

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

ATTACHMENT B

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

Sacramento Office:

(916) 376-1891

Fullerton Office:

(714) 773-2093

The California Relay Service Telephone Numbers are:

Voice:

1-800-735-2922 or 1-888-877-5379

TTY:

1-800-735-2929 or 1-888-877-5378

Speech-to-Speech:

1-800-854-7784

Updated 2/06/2018 15

SaaS/Cloud offerings

SKU#
crm_cxsuite_growth_USD_Yearly_
crm cxsuite growth USD Monthly
crm cxsuite pro USD Yearly
crm cxsuite pro USD Monthly
crm cxsuite enterprise USD Yearly
crm cxsuite enterprise USD Monthly
growth 21 annual
growth 21 monthly
pro 21 annual
21
enterprise 21 annual
enterprise 21 monthly
crm messaging growth USD Yearly
crm messaging growth USD Monthly
crm messaging pro USD Yearly
crm messaging pro USD Monthly
crm messaging enterprise USD Yearly
crm contact center growth USD Monthly
crm contact center pro USD Yearly
crm contact center pro USD Monthly
contact center enterprise
crm contact center enterprise USD Monthly
starter_annual
starter_monthly
growth_annual
growth monthly
pro_annual
pro_monthly

enterprise_annual
enterprise_monthly
sales360 clc growth USD Yearly
sales360 clc growth USD Monthly
sales360 clc pro USD Yearly
sales360 clc pro USD Monthly
sales360 clc enterprise USD Yearly
sales360 sales growth USD Yearly
- 1
sales pro USD Yea
sales enterprise
sales360 marketing growth USD Monthly
sales360 marketing pro USD Yearly
pro USD
- 11
sales360 marketing enterprise USD Monthly
bot session packs annual usd
freddy copilot cxsuite usd yearly
freddy copilot cxsuite usd monthly
caller agent growth USD Yearly
caller agent growth USD Monthly
caller agent pro USD Yearly
agent enterprise
caller agent enterprise USD Monthly
cxsuite daypass growth usd
cxsuite daypass pro usd
cxsuite daypass enterprise usd
sales agent growth USD Yearly
sales agent growth USD Monthly
sales agent pro USD Yearly

sales agent pro USD Monthly
sales agent enterprise USD Yearly
sales agent enterprise USD Monthly
sales360 email contacts pro monthly usd
sales360 email contacts pro monthly usd
sales360 email contacts pro monthly usd
bot session packs revised price annual 21
freddy copilot license annual
freddy copilot license
growth 21
pro 21
enterprise_21
bot session packs annual usd
freddy copilot freshchat usd yearly
freddy copilot freshchat usd monthly
freshchat daypass growth usd
freshchat daypass pro usd
freshchat daypass enterprise usd
freshcaller daypass growth usd
freshcaller daypass pro usd
freshcaller daypass enterprise usd
freddy copilot freshservice usd monthly
fs orch pack
500 packet v3
saas_management
business_agents
unlimited packet v3
fr_project
connector app tasks freshservice usd annual
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sales360_muv_usd
sales360 muv usd
sales360 muv usd

support agent growth usd Yearly
support agent growth usd Monthly
support agent pro usd Yearly
support agent pro usd Monthly
support agent enterprise usd Yearly
bot auto recharge pack usd
sales360_cpg_usd
sales360_workflow_usd
exsuite api 1000 usd
bot auto recharge pack 21
fd pro api 700
fd pro api 1000
fd pro api 2000
fd_ent_api_1000
fd ent api 2000
api pack v3
hipaa
starter
growth
pro
enterprise
itil modules v3
<u>freshvisuals_v3</u>
sales360 workflow usd
sales360 dedicated ip address usd

Product Description	MSRP / List Price	GSA Price
Customer Service Suite - Growth - Billed Annually	\$29.00	N/A
Customer Service Suite - Growth - Billed Monthly	\$35.00	N/A
Customer Service Suite - Pro - Billed Annually	\$69.00	N/A
Customer Service Suite - Pro - Billed Monthly	\$83.00	N/A
Customer Service Suite - Enterprise - Billed Annually	\$109.00	N/A
Customer Service Suite - Enterprise - Billed Monthly	\$131.00	N/A
Freshdesk - Growth - Billed Annually	\$15.00	N/A
Freshdesk - Growth - Billed Monthly	\$18.00	N/A
Freshdesk - Pro - Billed Annually	\$49.00	N/A
Freshdesk - Pro - Billed Monthly	\$59.00	N/A
Freshdesk - Enterprise - Billed Annually	\$79.00	N/A
Freshdesk - Enterprise - Billed Monthly	\$95.00	N/A
Freshchat - Growth - Billed Annually	\$19.00	N/A
Freshchat - Growth - Billed Monthly	\$23.00	N/A
Freshchat - Pro - Billed Annually	\$49.00	N/A
Freshchat - Pro - Billed Monthly	\$59.00	N/A
Freshchat - Enterprise - Billed Annually	\$79.00	N/A
Freshchat - Enterprise - Billed Monthly	\$95.00	N/A
Freshcaller - Growth - Billed Annually	\$15.00	N/A
Freshcaller - Growth - Billed Monthly	\$18.00	N/A
Freshcaller - Pro - Billed Annually	\$39.00	N/A
Freshcaller - Pro - Billed Monthly	\$47.00	N/A
Freshcaller - Enterprise - Billed Annually	\$69.00	N/A
Freshcaller - Enterprise - Billed Monthly	\$83.00	N/A
Freshservice - Starter - Billed Annually	\$19.00	N/A
Freshservice - Starter - Billed Monthly	\$29.00	N/A
Freshservice - Growth - Billed Annually	\$49.00	N/A
Freshservice - Growth - Billed Monthly	\$59.00	N/A
Freshservice - Pro - Billed Annually	\$95.00	N/A
Freshservice - Pro - Billed Monthly	\$115.00	N/A

Freshservice - Enterprise - Billed Annually	\$119.00	N/A
Freshservice - Enterprise - Billed Monthly	\$145.00	N/A
Freshsales Suite - Growth - Billed Annually	\$9.00	N/A
Freshsales Suite - Growth - Billed Monthly	\$11.00	N/A
Freshsales Suite - Pro - Billed Annually	\$39.00	N/A
Freshsales Suite - Pro - Billed Monthly	\$47.00	N/A
Freshsales Suite - Enterprise - Billed Annually	\$59.00	N/A
Freshsales Suite - Enterprise - Billed Monthly	\$71.00	N/A
Freshsales - Growth - Billed Annually	\$9.00	N/A
Freshsales - Growth - Billed Monthly	\$11.00	N/A
Freshsales - Pro - Billed Annually	\$39.00	N/A
Freshsales - Pro - Billed Monthly	\$47.00	N/A
Freshsales - Enterprise - Billed Annually	\$59.00	N/A
Freshsales - Enterprise - Billed Monthly	\$71.00	N/A
Freshmarketer - Growth - Billed Annually	\$19.00	N/A
Freshmarketer - Growth - Billed Monthly	\$23.00	N/A
Freshmarketer - Pro - Billed Annually	\$149.00	N/A
Freshmarketer - Pro - Billed Monthly	\$179.00	N/A
Freshmarketer - Enterprise - Billed Annually	\$299.00	N/A
Freshmarketer - Enterprise - Billed Monthly	\$329.00	N/A
Freshbots - Per 1,000 sessions pack - ALL Frequency	\$100.00	N/A
Freddy Copilot - Per agent basis - Annually billed (/month)	\$29.00	N/A
Freddy Copilot - Per agent basis - Monthly billed (/month)	\$35.00	N/A
Freshcaller Agent Addon - Growth plan (Per agent basis) - Annually billed (/month)	\$15.00	N/A
Freshcaller Agent Addon - Growth plan (Per agent basis) - Monthly billed (/month)	\$18.00	N/A
Freshcaller Agent Addon - Pro plan (Per agent basis) - Annually billed (/month)	\$39.00	N/A
Freshcaller Agent Addon - Pro plan (Per agent basis) - Monthly billed (/month)	\$47.00	N/A
Freshcaller Agent Addon - Enterprise plan (Per agent basis) - Annually billed (/month)	\$69.00	N/A
Freshcaller Agent Addon - Enterprise plan (Per agent basis) - Monthly billed (/month)	\$83.00	N/A
Day Pass - Growth plan (Per agent basis) - Non-recurring	\$5.00	N/A
Day Pass - Pro Plan (Per agent basis) - Non-recurring	\$10.00	N/A
Day Pass - Enterprise plan (Per agent basis) - Non-recurring	\$15.00	N/A
Freshsales Agent Addon - Growth plan (Per agent basis) - Annually billed (/month)	\$9.00	N/A
Freshsales Agent Addon - Growth plan (Per agent basis) - Monthly billed (/month)	\$11.00	N/A
Freshsales Agent Addon - Pro plan (Per agent basis) - Annually billed (/month)	\$39.00	N/A

Freshsales Agent Addon - Pro plan (Per agent basis) - Monthly billed (/month)	\$47.00	N/A
Freshsales Agent Addon - Enterprise plan (Per agent basis) - Annually billed (/month)	\$59.00	N/A
Freshsales Agent Addon - Enterprise plan (Per agent basis) - Monthly billed (/month)	\$71.00	N/A
Campaign Contacts/Marketing Contacts - 1 - 5 contacts tier - Monthly billed (/month)	\$100.00	N/A
Campaign Contacts/Marketing Contacts - 6 - 20 contatcts tier - Monthly billed (/month)	\$75.00	N/A
Campaign Contacts/Marketing Contacts - 21 & above tier - Monthly billed (/month)	\$50.00	N/A
Freshbots - Per 1,000 sessions pack - ALL Frequency	\$100.00	N/A
Freddy Copilot - Per agent basis - Annually billed (/month)	\$29.00	N/A
Freddy Copilot - Per agent basis - Monthly billed (/month)	\$35.00	N/A
Day Pass - Growth plan (Per agent basis) - Non-recurring	\$2.00	N/A
Day Pass - Pro Plan (Per agent basis) - Non-recurring	\$7.00	N/A
Day Pass - Enterprise plan (Per agent basis) - Non-recurring	\$12.00	N/A
Freshbots - Per 1,000 sessions pack - ALL Frequency	\$100.00	N/A
Freddy Copilot - Per agent basis - Annually billed (/month)	\$29.00	N/A
Freddy Copilot - Per agent basis - Monthly billed (/month)	\$35.00	N/A
Day Pass - Growth plan (Per agent basis) - Non-recurring	\$2.00	N/A
Day Pass - Pro Plan (Per agent basis) - Non-recurring	\$7.00	N/A
Day Pass - Enterprise plan (Per agent basis) - Non-recurring	\$12.00	N/A
Day Pass - Growth plan (Per agent basis) - Non-recurring	\$2.00	N/A
Day Pass - Pro Plan (Per agent basis) - Non-recurring	\$7.00	N/A
Day Pass - Enterprise plan (Per agent basis) - Non-recurring	\$12.00	N/A
Freddy Copilot - Per agent basis - Annually billed (/month)	\$29.00	N/A
Freddy Copilot - Per agent basis - Monthly billed (/month)	\$35.00	N/A
Orchestration Transaction pack - packs - Non-recurring	\$250.00	N/A
500 Asset Pack - per 500 asset pack - Monthly billed (/month)	\$75.00	N/A
Saas Management - per employee basis - Monthly billed (/month)	\$1.00	N/A
Business Agent - Per agent basis - Monthly billed (/month)	\$39.00	N/A
Unlimited Asset Packet - per pack - Monthly billed (/month)	\$1,500.00	N/A
New-gen project management for requesters - per Project-only user - Monthly billed (/month)	\$15.00	N/A
Connector App Tasks - per pack - All Frequency	\$80.00	N/A
Configure, Price, Quote - Per license - Monthly billed (/month)	\$19.00	N/A
	\$219.00	N/A
Conversion Rate Optimization/Monthly Unique Visitors - 2 - 5 MUV tier - Monthly billed (/month)	\$20.00	N/A
Conversion Rate Optimization/Monthly Unique Visitors - 6 - 10 MUV tier - Monthly billed (/month)	\$15.00	N/A
Conversion Rate Optimization/Monthly Unique Visitors - 11 & above MUV tier - Monthly billed (/month)	\$10.00	N/A

Messaging Agent Addon - Growth plan (Per agent basis) - Annually billed (/month)	\$19.00	N/A
Messaging Agent Addon - Growth plan (Per agent basis) - Monthly billed (/month)	\$23.00	N/A
Messaging Agent Addon - Pro plan (Per agent basis) - Annually billed (/month)	\$49.00	N/A
Messaging Agent Addon - Pro plan (Per agent basis) - Monthly billed (/month)	\$59.00	N/A
Messaging Agent Addon - Enterprise plan (Per agent basis) - Annually billed (/month)	\$79.00	N/A
Freshbots Auto recharge - Per 1,000 sessions pack - One Time (non-recurring)	\$100.00	N/A
Configure, Price, Quote (enables when freshsales addon purchased) - Per license - Monthly billed (/month)	\$19.00	N/A
Workflow addon (enables when freshsales addon purchased) - Per workflow - Monthly billed (/month)	\$5.00	N/A
Customer Service Suite API Limit - 1000rpm - per 1000rpm - Monthly billed (/month)	\$3,500.00	N/A
Freshbots Auto recharge - Per 1,000 sessions pack - One Time (non-recurring)	\$100.00	N/A
PRO API Extension - 700rpm - flat fee (only one unit) - Monthly billed (/month)	\$2,000.00	N/A
PRO API Extension - 1000rpm - flat fee (only one unit) - Monthly billed (/month)	\$3,500.00	N/A
PRO API Extension - 2000rpm - flat fee (only one unit) - Monthly billed (/month)	\$5,500.00	N/A
Enterprise API Extension - 1000rpm - flat_fee (only one unit) - Monthly billed (/month)	\$3,500.00	N/A
Enterprise API Extension - 2000rpm - flat fee (only one unit) - Monthly billed (/month)	\$5,500.00	N/A
API Pack - 1000rpm/min - Monthly billed (/month)	\$3,500.00	N/A
HIPAA Addon - Per agent basis - Monthly billed (/month)	\$15.00	N/A
Day pass - Starter plan (per agent basis) - One Time (non-recurring)	\$3.00	N/A
Day pass - Growth plan (Per agent basis) - One Time (non-recurring)	\$7.00	N/A
Day pass - Pro Plan (Per agent basis) - One Time (non-recurring)	\$14.00	N/A
Day pass - Enterprise plan (Per agent basis) - One Time (non-recurring)	\$18.00	N/A
Itil Modules - Per agent basis - Monthly billed (/month)	\$20.00	N/A
Freshvisuals/Advanced Analytics - Per agent basis - Monthly billed (/month)	\$10.00	N/A
Workflow addon - Per workflow - Monthly billed (/month)	\$5.00	N/A
Dedicated IP Address - Per account - Monthly billed (/month)	\$199.00	N/A

\$31.50 \$52.10 \$52.10 \$52.10 \$53.10 \$5			_																											
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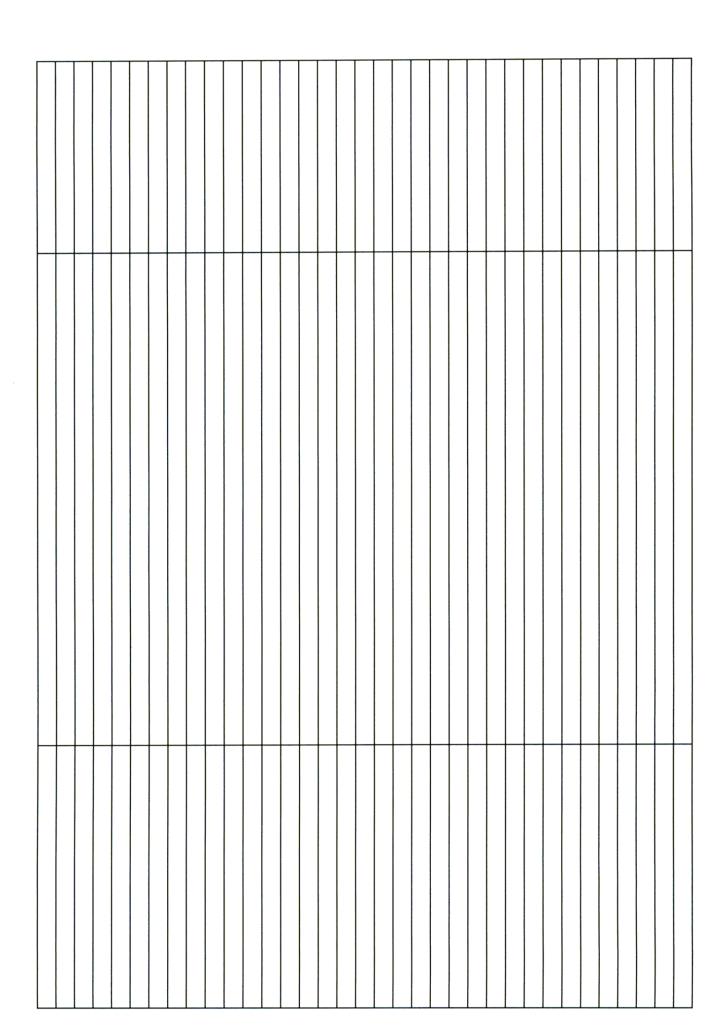
\$107.10 \$130.50 \$8.10 \$9.90 \$42.30 \$42.30 \$42.30 \$42.30 \$42.30 \$13.10 \$13.10 \$20.70 \$13.10 \$269.10 \$269.10 \$333.10 \$269.10 \$31.50 \$31.50 \$31.50 \$323.1	\$74.70 \$4.50 \$9.00	5 8 8	\$35.10

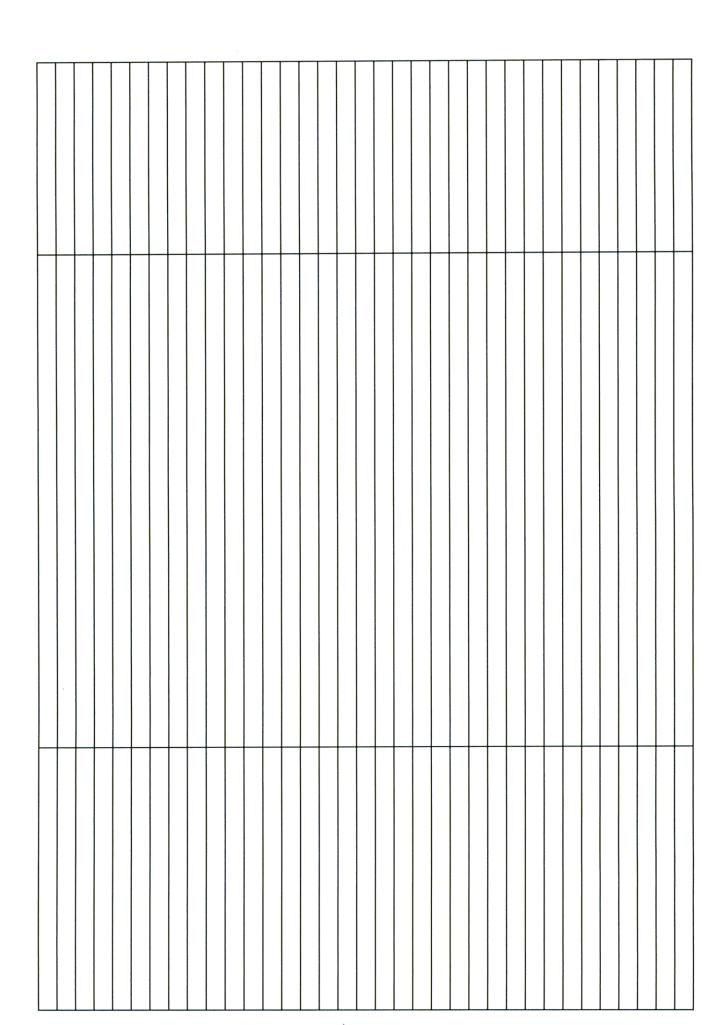
\$42.30 \$63.10 \$90.00 \$90.00 \$45.00 \$90.00 \$26.10 \$1.80	\$17.10 \$197.10 \$18.00 \$13.50 \$9.00

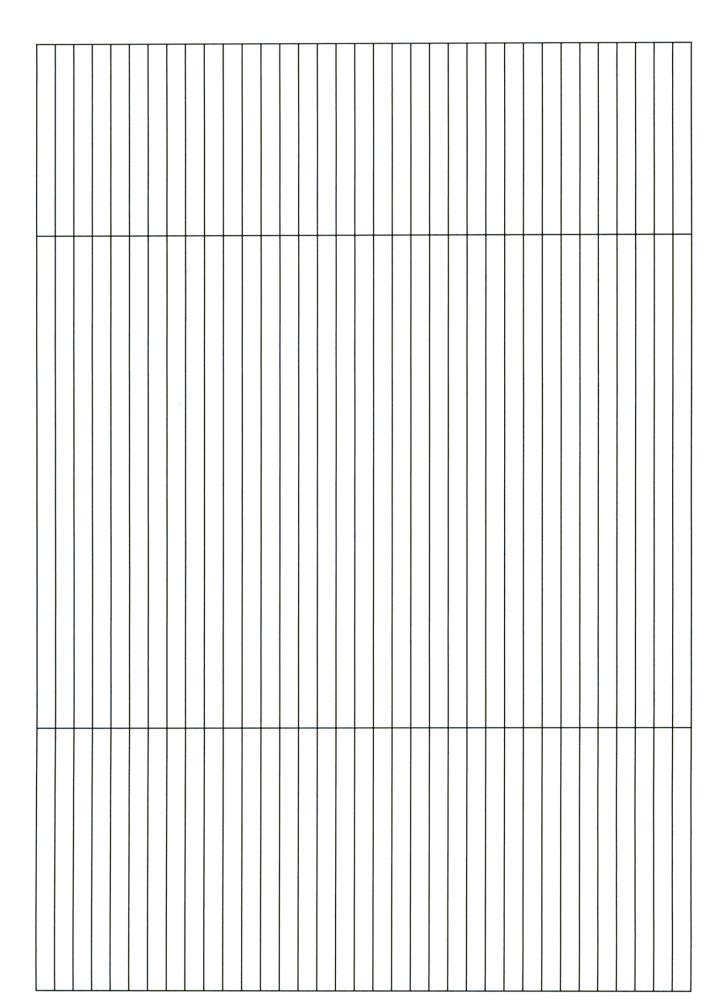
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\$17	\$20	\$44	\$53	\$71	06\$	\$17	\$4	\$3,15	\$90	\$1,8(\$3,15	\$4,9	\$3,15	\$4,95	\$3,15	\$13	\$2	\$6	\$12	\$16	\$18	\$	\$4	\$17

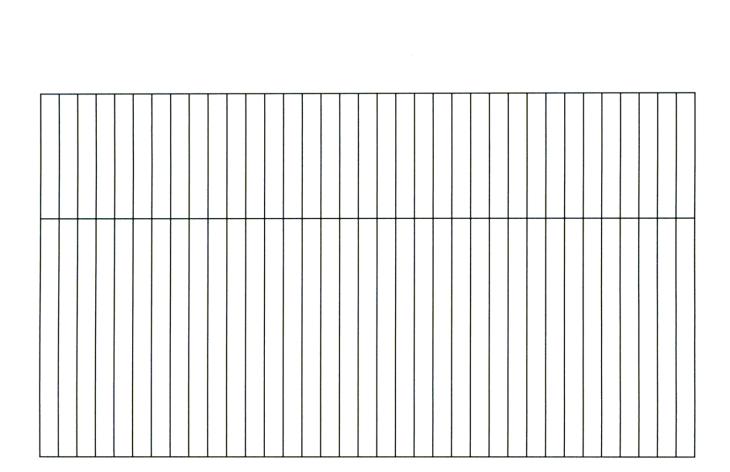
SNO#	Product Description	MSRP	
onboarding-specialist-usd	Hourly SKU (Onboarding Specialist) - Non-recurring - Per Hour	\$340.00	
onboarding-engagement-manager-usd	Hourly SKU (Onboarding Engagement Manager) - Non-recurring - Per Hour	\$340.00	Т
onboarding-solutions-architect-usd	Hourly SKU (Onboarding Solutions Architect) - Non-recurring - Per Hour	\$460.00	
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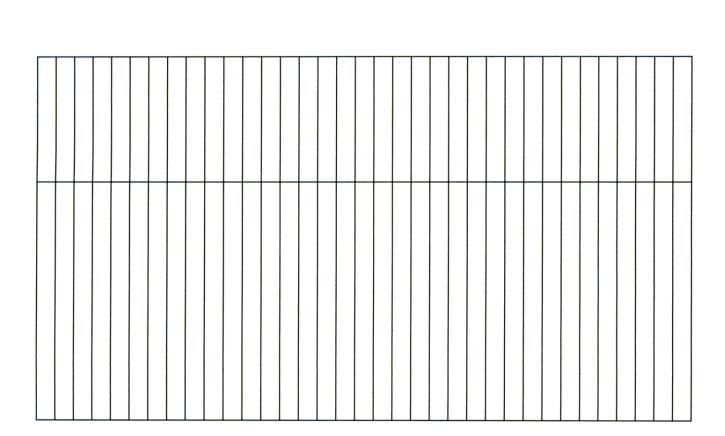


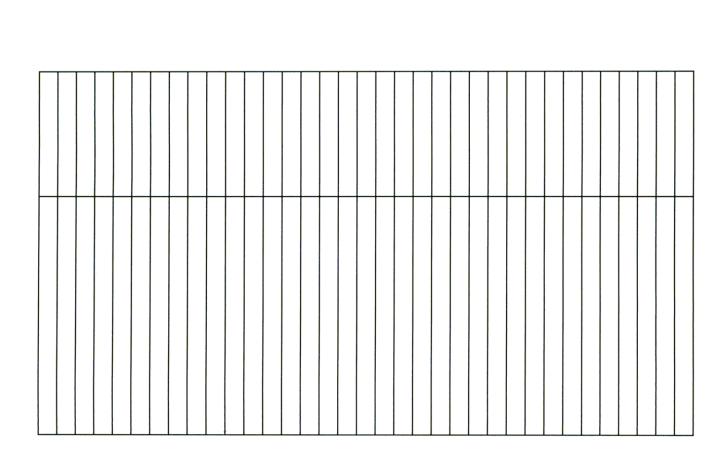


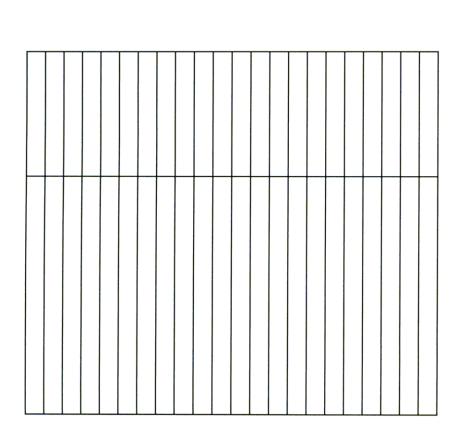


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premium_support_usd Premium Support - Recurring (per month) - NA

20% of MRR / \$2,000 (whichever is higher) N/A

MSRP / List Price GSA Price SLP Price Product Description On Premise SKU#

MSRP / List Price # of Students Class Description Class Title SKU# Training

SLP Price			
GSA Price			