

FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into EFFECTIVE _____, by and between CITY OF FRESNO, a California municipal corporation (City), and Carahsoft Technology Corporation, a Corporation (Vendor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies and equipment. The City is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the Vendor was the lowest responsive and responsible bidder for Invitation for Bid (IFB) issued by Utah NASPO ValuePoint Master Agreement Number AR2472. The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered a Cooperative Purchase Contract with Carahsoft Technology Corporation (Original Government Contract).
2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit A** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
3. City's Obligation. City shall make to the Vendor those payments described in **Exhibit A**, subject to all the terms and condition contained or incorporated herein.
4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:
 - a) City's Insurance and Indemnity provisions attached as **Exhibit B**.
 - b) Address change for the City: Notwithstanding the address and

contract information for the government entity as set out in **Exhibit A**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno
Attention: Melissa Perales
2101 G Street, Bldg A
Fresno, Ca 93706
Phone: (559) 621-1157
E-mail: melissa.perales@fresno.gov
FAX: (559) 457-1564

c) Notwithstanding anything in **Exhibit A** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

CARAHSOFT TECHNOLOGY
CORPORATION

By: _____
Melissa Perales
Purchasing Manager

DocuSigned by:
By: Robert Moore 8/13/2024
A8FD8A7CEA5A4BC...
Name: Robert Moore

No signature of City Attorney required. Standard Document #GSD-S Formal Cooperative Purchase Agt. (10-2023) has been used without modification, as certified by the undersigned.

Title: Vice President
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: Tamra Torrence
Tamra Torrence
Senior Procurement Specialist

DocuSigned by:
By: Jillian Szczepanek 8/13/2024
440454DFD8BF47E...
Name: Jillian Szczepanek

Title: Controller
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____ Date
Deputy

Addresses:
CITY
City of Fresno
Attention: Melissa Perales
2101 G Street, Bldg A
Fresno, Ca. 93706
Phone: (559) 621-1157
E-mail: melissa.perales@fresno.gov
FAX: (559) 457-1564

Vendor:
Carahsoft Technology Corporation
Attention: Robert Moore
11493 Sunset Hills Road, Ste 100
Reston, VA 20190
E-mail: robert.moore@carahsoft.com

Attachments:
Exhibit A - Participating Addendum
Exhibit B - City's Insurance and Indemnity

EXHIBIT A

Participating Addendum

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Carahsoft Technology Corporation

Agency Name

Contractor Name

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

Kristina Smith 06/22/2023

Authorized Signature *Date Signed*

Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor

Kristina Smith, Contracts Director

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

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

Address

Address

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

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

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

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

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

- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. Prior to issuing a purchase order, State agencies are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).
- C. State agencies must first obtain approval by the California Department of Technology (CDT) to use this Participating Addendum for Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS) purchases in accordance with [Technology Letter 17-06](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf) (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf).

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

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

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

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

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

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

- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.
- E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

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

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

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Carahsoft Technology Corp.

Agency Name

Contractor Name



August 11, 2021



8/11/2021

Authorized Signature

Date Signed

Authorized Signature

Date Signed

Stephanne Lim, MAU2 Supervisor

Kristina Smith - Director of Contracts

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

11493 Sunset Hills Road, Suite 100
Reston, VA 20190

Address

Address

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

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

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

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

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

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

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

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

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

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

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

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

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

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

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

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

Participating State:

State of California,
Department of General Services

By: 

Name: Angela Shell

Title: Deputy Director

Date: May 1, 2018

Contractor:

Carahsoft Technology Corp.

By: 

Name: Robert R. Moore

Title: Vice President

Date: April 25, 2018

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

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

1. SCOPE

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

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

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

**Participating Addendum No. 7-17-70-40-05
Carahsoft Technology Corp.**

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

4. ORDER OF PRECEDENCE

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

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

5. AVAILABLE SERVICES

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

Software as a Service (SaaS)

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

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

**Participating Addendum No. 7-17-70-40-05
Carahsoft Technology Corp.**

7. PRICING

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

8. SERVICE ADDITIONS/DELETIONS

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

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

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

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

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

**Participating Addendum No. 7-17-70-40-05
Carahsoft Technology Corp.**

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

SUBMIT ORDERS TO:

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

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

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

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

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

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

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

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

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

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

13. ADMINISTRATIVE FEE

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

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

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

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

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

14. CONTRACT MANAGEMENT

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

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

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

Name: Yolanda Tutt
Phone: 916.375.4408
Fax: 916.375.4663
E-Mail: yolanda.tutt@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

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

16. Amendment

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

**Participating Addendum No. 7-17-70-40-05
Carahsoft Technology Corp.**

17. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Carahsoft Technology Corp.

Agency Name

Contractor Name

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

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

 Ricardo Martinez, Acting Deputy Director
Printed Name and Title of Authorized Signer

Ellen Lord, Contracts Manager
Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605
Address

1860 Michael Faraday Drive, Suite 100
Reston, VA 20190
Address

EXHIBIT B

City's Insurance and Indemnity

Exhibit B

Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this

Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to VENDOR’S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by VENDOR in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private

information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

5. Cyber Liability (Privacy and Data breach) insurance appropriate to VENDOR'S profession.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. TECHNOLOGY PROFESSIONAL LIABILITY :
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

5. CYBER LIABILITY insurance with limits of not less than:
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

(i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

The Cyber and Technology Professional Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which VENDOR is engaged with the City for such length of time as necessary to cover any and all claims

If the Technology Professional and Cyber Liability insurance policies) are written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by VENDOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or

the commencement of work by VENDOR, VENDOR must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.