



**COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT**

**AGREEMENT SUMMARY:**

<b>1. Cooperative/Piggyback Name:</b>	DGS – Statewide
<b>2. Contractor:</b>	ePlus Technology Inc
<b>3. Cooperative Agency Agreement Name and Agreement Number:</b>	Enterprise Technology- HPE/Palo Alto/Rubrik 1-24-70-19-12
<b>4. Cooperative Agency Initial Agreement Term:</b>	Start Date: 10/1/24 End Date: 9/30/2027
<b>5. Cooperative Agency’s Agreement-Options to extend:</b>	Option to extend the contract for two (2) additional one (1) year period or portion thereof
<b>6. Cooperative Agency Amended Term:</b>	N/A
<b>7. Cooperative Agency Remaining Options to Renew:</b>	option to extend the contract for two (2) additional one (1) year period or portion thereof
<b>8. City of Stockton Cooperative Purchase Agreement Term:</b>	Start Date: Date of Final Signature End Date: 9/30/2027
<b>9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:</b>	Not to Exceed \$2,503,000 for the term of the Agreement.

**AGREEMENT**

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Enterprise Technology- HPE/Palo Alto/Rubrik 1-24-70-19-12 ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through 9/30/2027 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for Enterprise Technology- HPE/Palo Alto/Rubrik 1-24-70-19-12 available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$2,503,000 for the purchase of Enterprise Technology- HPE/Palo Alto/Rubrik. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

**CITY OF STOCKTON**

\_\_\_\_\_  
Harry Black, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Katherine Roland CMC, CPMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Lori Asuncion, City Attorney

\_\_\_\_\_  
Print name

**ePlus Technology, inc.**

Signed by:  
By: Kelsey Henig  
Signature

Kelsey Henig  
\_\_\_\_\_  
Print name

Title: VP Contracts

*[If Contractor is a corporation, signatures must comply with Corporations Code §313]*

DocuSigned by:  
By: Sharon Cipperly  
Signature

Title: VP, Corporate Contracts

**EXHIBIT A**  
**(Insert RFP for Council)**



Department of General Services  
 Procurement Division  
 707 Third Street, 2<sup>nd</sup> Floor  
 West Sacramento, CA 95605-2811

State of California  
**STATEWIDE CONTRACT**  
**USER INSTRUCTIONS**  
**MANDATORY**

ISSUE AND EFFECTIVE DATE: October 1, 2024

CONTRACT NUMBER: 1-24-70-19-12

DESCRIPTION: Enterprise Technology  
 HPE Misc. Categories  
 Palo Alto Silo  
 Rubrik Silo

CONTRACTOR: ePlus Technology, Inc.

CONTRACT TERM: 10/01/2024 through 09/30/2027

STATE CONTRACT ADMINISTRATOR: Lynne Edison

(279) 946-8417

[lynne.edison@dgs.ca.gov](mailto:lynne.edison@dgs.ca.gov)

To obtain a full list of Original Equipment Manufacturers (OEMs) and awards, click here: [Enterprise Technology Contracts Listing](#)

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions: [IT General Provisions \(rev 6/21/2022\)](#)

Cal eProcure link: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

**ORDER PLACEMENT INFORMATION**

<p><b>Mailing Address:</b>          ePlue          Technology,          Inc.          915 Highland          Pointe Drive          Ste 250          Roseville, CA          95678</p>	<p><b>Fax/Email:</b>          Fax: (703) 984-8600          Email:  <a href="mailto:eplus_enterprisecontract@eplus.com">eplus_enterprisecontract@eplus.com</a></p>	<p><b>Contact Information:</b>          ePlus Technology, Inc.          Paul Jacobson            Phone: (916) 303-0067          Email:  <a href="mailto:eplus_enterprisecontract@eplus.com">eplus_enterprisecontract@eplus.com</a></p>
<p>Contractor Website: TBD</p>		
<p>OEM Price List (MSRP) URL:  <a href="#">HPE MSRP</a>  <a href="#">Palo Alto MSRP</a></p>		

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

**Contract (Mandatory) 1-24-70-19-12**  
Contract User Instructions

**ORDER PLACEMENT INFORMATION**

[Rubrik MSRP](#)

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

**Contract (Mandatory) 1-24-70-19-12**  
Contract User Instructions

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

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Date
N/A	Original Contract Posted	10/1/2024

All other terms and conditions remain the same.

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**Contract (Mandatory) 1-24-70-19-12**  
Contract User Instructions**1. SCOPE**

The State's contract with ePlus Technology, Inc. (Contractor) provides Enterprise Technology, at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-24-70-19-12 for the following OEM (silos)/category(ies):

- **HPE Categories:**

- Converged
- Hyper-Converged
- Networking
- Storage - Storage Area Network (SAN) Hard Disk Drive (HDD)
- Storage - Storage Area Network (SAN) Hybrid
- Storage All Flash Array (AFA)
- Storage Tape
- Storage Software Defined Storage (SDS)
- Storage (Object Storage Array (OSA)
- Storage Network Attached Storage (NAS)
- Storage Data Backup & Recovery (DBR)

- **Palo Alto Complete Silo**

- **Rubrik Complete Silo**

The Contractor shall supply the entire portfolio of products, for the silo and/or categories as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Enterprise Technology to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

**2. CONTRACT USAGE/RULES**A. State Departments

- The use of this contract is mandatory for all State of California departments for hardware purchases only, with the exception of Campus Networking hardware. Software products and services are not mandatory.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at [pams@dgs.ca.gov](mailto:pams@dgs.ca.gov).

**Contract (Mandatory) 1-24-70-19-12**  
Contract User Instructions

- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

**B. Local Governmental Agencies**

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

**C. Ordering Agencies:**

- Ordering agencies may choose any OEM offered, however, it is highly recommended that the ordering agency receive quotes from multiple Contractors within an OEM silo/category to ensure the best price for the proposed solution, while still meeting the needs of the ordering agency. Contractors have the ability to offer a better discount by order.
- Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

**3. DGS ADMINISTRATIVE FEES****A. State Departments**

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](#) (go to Price Book Download and click on Purchasing under Procurement Division).

**Contract (Mandatory) 1-24-70-19-12**  
Contract User Instructions**B. Local Governmental Agencies**

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

**4. SB/DVBE OFF-RAMP PROVISION**

The Enterprise Technology Statewide Contract 1-24-70-19-12 is **mandatory** for use by all State of California departments except when the "SB/DVBE Off-Ramp" provision is utilized. The SB/DVBE Off-Ramp provision allows a State department to, at its option, purchase contract items from a certified Small Business (SB), including a "microbusiness" (MB), or a Disabled Veteran Business Enterprise (DVBE) in accordance with the rules outlined within this document.

The rules outlined herein are exclusive to the Enterprise Technology Statewide Contract 1-24-70-19-12 and do not affect any other contract. Departments may not use the SB/DVBE Off-ramp provision to buy outside of the mandatory statewide contract if the rules cannot be applied. In these situations, the purchase must be made through the mandatory statewide contract.

**A. SB/DVBE Off-Ramp Provision Usage Rules**

In order to utilize the SB/DVBE Off-ramp provision, departments must comply with the following usage rules:

Requirement	Description / Procedure
<b>Purchasing Authority</b>	Departments must have approved Purchasing Authority Category for SB/DVBE Option per GC section 14838.5(a) granted by the DGS-PD in order to utilize the SB/DVBE Off-Ramp provision as identified within the statewide contract.
<b>Transaction Limits</b>	Transactions must be less than \$250,000 excluding sales and use tax, finance charges, postage, and handling charges.
<b>Supplier Certifications</b>	SB/DVBE Offramp purchases must be made to a supplier with a current California SB or DVBE certification. State departments can verify certifications at the following website: <a href="http://www.caleprocure.ca.gov">www.caleprocure.ca.gov</a>

**Contract (Mandatory) 1-24-70-19-12**  
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Requirement	Description / Procedure
<b>Price Quotations</b>	<p>Departments must obtain price quotations from <b>California-certified SB, MB, or DVBE supplier(s)</b> as follows:</p> <ul style="list-style-type: none"> <li>➤ For purchases between <u>\$0 and under \$5,000</u>, departments must obtain at least <b>one (1)</b> phone quote or written quote from a Certified SB/DVBE.</li> <li>➤ For purchases between <u>\$5,000 and under \$250,000</u>, departments must obtain at least <b>two (2)</b> price quotations. Refer to SCM Volume 2, Chap.1405.3. <b>Quotes must be obtained from suppliers of the same certification type (SB or DVBE).</b></li> </ul>
<b>Evaluation</b>	<p>State departments must document in the procurement file that the products being purchased are:</p> <ol style="list-style-type: none"> <li>1) <u>The same brand and model</u> as the products available from the statewide contract including product description, functional requirements, and manufacturer warranties as provided in the statewide contract; <u>and</u></li> <li>2) <u>Within 5 percent</u> of the pricing offered from the statewide contract for the equivalent products based on the total order value before taxes.</li> </ol>
<b>Identifying Off Ramp purchases</b>	<p>Departments electing to exercise the Off Ramp provision by conducting a Fair and Reasonable or SB/DVBE Option purchase, must identify use of the Off Ramp provision as follows:</p> <p><b><u>FI\$CAL Purchase Orders</u></b></p> <p>Select the appropriate acquisition method (Fair and Reasonable or SB or DVBE Option – COMPETITIVE). Do not select a LPA Contract ID. In the PO Reference field, enter “OFF RAMP” and the LPA contract number the Fair and Reasonable or SB/DVBE Option is replacing.</p> <p><b><u>STD. 65 Purchasing Authority Purchase Orders</u></b></p> <p>On the STD. 65, enter “OFF RAMP” in the box titled “Leveraged Procurement Agreement No.” as shown in the example below.</p>

**Contract (Mandatory) 1-24-70-19-12**  
Contract User Instructions

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION			
<b>PURCHASING AUTHORITY PURCHASE ORDER</b>		CONTRACT REGISTRATION NUMBER	AGENCY ORDER NUMBER
STD. 65 (REV. 7/2003)		CPI234567	12-HQ-0092
		SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE
			01/10/2012
			PAGE OF PAGE 1 1
S H I P T O	Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: Jane Doe (916) 375-1111	B I L L T O	Department of General Services 707 3rd Street, 2nd Floor West Sacramento, CA 95605 Attn: John Doe (916) 375-1111
		AGENCY BILLING CODE 99999	
		PURCHASING AUTHORITY NUMBER 9G-0113-DGS-HQ1	
		LEVERAGED PROCUREMENT AGREEMENT NO. OFF RAMP	

**B. Off Ramp Documentation**

Requirement	Description / Procedure
<b>Off Ramp Documentation</b>	<p>The procurement file must be documented to support the contract award and the action taken including the following documents:</p> <ul style="list-style-type: none"> <li>• Copy of Statewide Contract User Instructions in support of executing a SB/DVBE purchase outside of the mandatory contact.</li> <li>• Statewide contract pricing sheet, highlighting the equivalent products being purchased and used for evaluation.</li> <li>• SB or DVBE price quotes obtained.</li> <li>• SB or DVBE certification verification.</li> <li>• Authorized Reseller Letter (if applicable)</li> </ul> <p>Refer to SCM Volume 2 for additional documentation requirements.</p>

**5. EXEMPT PURCHASES**

To purchase Enterprise Technology equipment from other than the Enterprise Technology contracts require an approved exemption from the State Contract Administrator. Please refer to [Request Statewide Contract Exemption for State Agencies](#) for information and the required justification forms regarding the exemption process.

These special exemption purchases must be documented within the individual procurement file and will be acquired under the department-approved IT purchasing authority guidelines stated in the SCM Volume 2. Each exemption is stand-alone unless otherwise stated by the State Contract Administrator.

**6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE**

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely

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manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

**7. CONTRACT ITEMS**

This contract includes a complete catalog of all Enterprise Technology product within the OEM silo and/or category indentified in Article 1, Scope. Enterprise Technology includes equipment within a Data Center and equipment that can interface with a Data Center (e.g., servers, storage, converged & hyper-converged systems, on-campus networking, fabric). Hardware is the main focus for this contract. Software, accessories, and services will be ancillary and support the hardware. Installation and professional services cannot be purchased as a stand-alone from this contract unless being purchased for the purpose of warranty/support services.

The Scope of this contract does not include the following items:

1. Cloud Services including acquisitions structured as managed on-site services.
2. Storage as a Service, an architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis.
3. Hardware and services for the purpose of telecommunications
4. PC Goods
5. Wireless phone and internet service
6. Managed Print Services
7. Printers, Tablets, Cellular Phone Equipment
8. Off-campus networking
9. Public Works
10. Consulting Services

The Department of Technology (CDT) is exempted from #3 and #8 above.

This contract provides a discount-off the OEM Price List (MSRP). The URL to the OEM MSRP is listed on the front cover of these User Instructions. Discounts for each type of technology can be found on Attachment 1, Contract Discounts.

Ordering agencies shall not purchase the non-contract items listed above (items 1 through 10). Contract items must be listed in the MSRP catalog to be purchased unless a fixed contract price is listed.

**8. INSTALLATION, PROFESSIONAL SERVICES, WARRANTY/SUPPORT, AND SUBSCRIPTIONS/LICENSES**

- Professional Services must have a SOW.
  - Training is considered a Professional Service; however, if the quote has only training for the professional services sub-category, then an SOW is not required.

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- Subscriptions/licenses are available for purchase. Discounts shall be the same as the hardware/software discount that the subscription/license is being purchased for (unless otherwise defined).
- Warranty/support, subscriptions, and licenses can be purchased as a stand-alone. All other services must support a hardware purchase (cannot be purchased as a stand-alone).
- Warranty/support, subscriptions and/or licenses shall be executed prior to their start date.

**9. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)**

The Contractor shall provide pre-sale, pre-order technical consultation in accordance with Article 30, Professional Services, and configuration certifications to ensure acquired configurations are operationally designed for the ordering agency’s technical needs. Ordering agencies will ensure that the Contractor has been appraised on the technical needs of the systems and components acquired under the contract.

**10. SPECIFICATIONS**

There are no specifications for this contract.

**11. CUSTOMER SERVICE**

The Contractor will have a customer service unit that supports this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract.
- Have the authority to take administrative action to correct problems that may occur.

The Contractor’s customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Email
Paul Jacobson	(916) 251-3929	<a href="mailto:eplus_enterprisecontract@eplus.com">eplus_enterprisecontract@eplus.com</a>

**12. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS**

A contract website specific to the Statewide contract for Enterprise Technology is available and contains the following data elements at minimum:

- Contract-specific discounts.
- Warranty/support Information
- SB/DVBE participation information
- Quote generation/instructions on how to receive a quote.
- Contractor’s customer service contact information



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- Publicly-available OEM MSRP URL(s) (current and archives)

**13. OFFER/QUOTE FORMAT**

The Contractor shall provide an offer to ordering agencies in an MS Excel spreadsheet format. The quote must include the following data elements:

- |   |  |
|---|--|
| • Contractor letterhead                                   | • Contractor part # (for Contractor services only – use with manufacturer’s SKU) |
| • Offer/Quote “prepared by” name and contact information. | • MSRP/Index Price   |
| • Offer/Quote number.                                     | • Contract Discount  |
| • Date of Offer/Quote                                     | • Contract Unit Price  |
| • Ordering agency name                                    | • Extended Price (Quantity x Contract Price)                                     |
| • Ordering agency contact person.                         | • Subtotals of taxable and non-taxable items                                     |
| • Contract number.  | • Rate and calculated tax.   |
| • Segment ID (Contract line-item #)                       | • Applicable fees  |
| • Quantity  | • Grand total  |
| • Description of Item                                     |  |
| • Manufacturer’s Part Number/SKU                          |  |

All quotes must be in MS Excel format. If a Statement of Work (SOW) is required (any quote with Professional services), it must be created by the ordering agency and added to their procurement file (exception to ordering only training as a professional service).

It is the responsibility of the ordering agency to review quotes. Review includes accuracy against the OEM Price List (MSRP), correct discounts, correct product, etc.

Quotes shall not contain additional terms and conditions. For questions, please contact the State Contract Administrator.

**14. PRODUCT SUBSTITUTIONS**

Product substitution shall be in accordance with the General Provisions, (rev 6/21/2022), Section 15, Substitutions. Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator and/or the ordering agency.

**15. PROMOTIONAL PRICING**

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates.
- Models, products, and services included in the promotion.

**Contract (Mandatory) 1-24-70-19-12**  
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- Promotional pricing

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty/support and delivery.

**16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT**

This requirement does not apply to local government agencies.

For State departments, a signed certification of compliance with state information technology (IT) policies is required for all IT acquisitions of hardware, software, and services that cost \$5,000 or more. The policy and required format are provided in SAM section 4819.41.

**17. PURCHASE EXECUTION****A. State Departments****1) Std. 65 Purchase Documents**

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](#) (select STD Forms). All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line-Item number.
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

**2) FISCAL Purchase Documents**

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

**3) Blanket Orders**

The use of blanket purchase orders against this statewide contract is not allowed.

**Contract (Mandatory) 1-24-70-19-12**  
Contract User Instructions**B. Local Governmental Agencies**

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

**18. MINIMUM ORDER**

There is no minimum order for this contract.

**19. ORDERING PROCEDURE**

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

<b>ORDER PLACEMENT INFORMATION</b>		
U.S. Mail: ePlus Technology, Inc. 915 Highland Pointe Drive, Ste. 250 Roseville, CA 95678	Facsimile: (916) 251-3929	Email: <a href="mailto:eplus_enterprisecontract@eplus.com">eplus_enterprisecontract@eplus.com</a>

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

**20. ORDER ACCEPTANCE**

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete (required information on purchase documents will be provided during contract implementation)
- Contain non-contract items.
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

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Contract User Instructions**21. ORDER ACKNOWLEDGEMENT**

The Contractor will provide ordering agencies with an email or facsimile order receipt acknowledgement within forty-eight (48) hours of receipt of purchase order. The acknowledgement shall include the following information:

- Contractor's Order Number
- Ordering Agency Name
- Purchase Order Number
- Description of Goods
- Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

**22. OUT OF STOCK REMEDY**

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order.
- Cancel the item from the order with no penalty.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

**23. DISCONTINUED ITEM REMEDY**

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 14, Product Substitutions).
- Cancel the item from the order.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

**24. DELIVERY SCHEDULES**

Delivery for orders placed against this contract shall be in accordance with the following:

**A. Locations**

Deliveries are to be made (statewide) to the location specified on the individual order, which may include but is not limited to, inside buildings, high-rise office buildings, and receiving docks.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are 10:00AM to 4:00PM PT.

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Contract User Instructions**B. Schedule**

Delivery of ordered product shall be completed in full within thirty (30) calendar days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each ordering agency for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

**C. Secure Grounds Delivery**

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures to be followed for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

**25. FREE ON BOARD (F.O.B.) DESTINATION**

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty/support obligations.

**26. PALLETS**

Unless otherwise specified on the ordering agency's purchase order document, standard commercially available pallet sizes should be used. All pallets shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the location than delivering at time of delivery.

**27. SHIPPED ORDERS**

All shipments shall be in accordance with the General Provisions, (rev 6/21/2022), Section 12, Packing and Shipment."

**28. PACKING INFORMATION**

Packing requirements shall be in accordance with the General Provisions, (rev 6/21/2022), Section 12, Packing and Shipment."

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Contract User Instructions

Any back ordered or out of stock items shall be identified on the packing sheet as well as the availability date of unfilled and partial shipment.

A packing label shall also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering Agency Name
- Delivery Address, Unit, and/or Floor
- Ordering Agency Contact Information

**29. INSTALLATION**

Contractor shall provide installation as a value-added service. Physical installation includes coordination of installation with ordering agency, power-up, installation of latest firmware, installation of software and updates, and removal of trade-in equipment and dunnage. Testing and diagnostics must include execution of a suite of hardware and software. The basic configuration must be completed and accepted by the ordering agency.

Installation shall include electronic documentation, including configuration instructions, at no additional price. Ordering agencies may purchase installation at the discount-off OEM MSRP.

**30. PROFESSIONAL SERVICES**

Contractor shall offer professional services such as pre-order configuration, technical support, and engineering. Professional services do not include consulting services or installation. Contractors shall offer professional service at the discount off OEM MSRP, unless an established contract prices are included in the Contractor's Contract Pricing workbook. Contractors must use the professional services manufacturer's part numbers from the OEM MSRP and give a discount based on those catalog prices.

All orders containing professional services will require an SOW with the purchase order from the ordering agencies.

**31. INSPECTION AND ACCEPTANCE**

Inspection and acceptance shall be in accordance with the General Provisions, (rev 6/21/2022), Section 16, Inspection.

**32. CONTRACT ADMINISTRATION**

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

<b>Administrator Information</b>	<b>DGS-PD</b>	<b>ePlus Technology, Inc.</b>
<b>Contact Name:</b>	Lynne Edison	Marie Davis
<b>Telephone:</b>	(279) 946-8417	(757) 419-2204

**Contract (Mandatory) 1-24-70-19-12**  
Contract User Instructions

<b>Administrator Information</b>	<b>DGS-PD</b>	<b>ePlus Technology, Inc.</b>
<b>Facsimile:</b>	NA	(703) 984-8600
<b>Email:</b>	<a href="mailto:lynne.edison@dgs.ca.gov">lynne.edison@dgs.ca.gov</a>	<a href="mailto:contracts_sledoperationsteam@eplus.com">contracts_sledoperationsteam@eplus.com</a>
<b>Address:</b>	DGS/Procurement Division Attn: Lynne Edison 707 Third Street, 2 <sup>nd</sup> Floor, MS 201 West Sacramento, CA 95605	ePlus Technology, inc. Attn: Marie Davis 13595 Dulles Technology Drive Herndon, VA 20171

**33. RETURN POLICY**

Contractor shall accept returns after delivery in accordance with the State's General Provisions. A full refund shall be offered for the following reasons:

- Items shipped in error.
- Defective or freight-damaged items
- Unopened product (within 30 days of delivery)

Additionally, a full refund shall be provided for products that do not substantially conform with the PO requirements regardless of time of notification.

Contractor may charge a restocking fee for returns that do not meet the reasons above. In all cases, the ordering agency shall have the option of taking an exchange, receiving a credit, or receiving a refund. Restocking fees can be no greater than 10 percent of the value of the items needing re-stocking.

All products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the restocking fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering department a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail. Shipping or freight costs for returned items that were shipped in error, defective or freight-damaged shall be paid by the Contractor.

The Contractor will be responsible for the refund or replacement of all products, including those covered by manufacturer warranties as stated in Article 42, Warranty/Support. Contractor shall not require the ordering agency to deal directly with the manufacturer.

**Contract (Mandatory) 1-24-70-19-12**  
Contract User Instructions**34. CUSTOM PRODUCT RETURN POLICY**

Ordering agencies shall accrue no charges for custom product if the product is defective or freight damaged. Any other custom product may be returned by any ordering agency but may be subject to fees to remove customization (e.g., VAS), in addition to the fee specified in Article 33, Return Policy. These fees may be negotiated between the Contractor, ordering agency, and the State Contract Administrator.

**35. RESTOCKING FEES**

The Contractor may impose a restocking fee for returns for reasons not listed in Article 33, Return Policy. Re-stocking fee for this contract shall be no greater than 8 percent.

The packaging and documentation provisions of Article 33, Return Policy, shall apply to restocked items.

**36. PRODUCT RECALL PROCEDURES**

The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each applicable ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall pick up, test, destroy, or return recalled products to the manufacturer at no expense to the ordering agency. The Contractor shall issue replacement of product for any product removed or recalled.

**37. INVOICING**

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

Ordering agencies may require separate invoicing, as specified by each ordering agency.

**38. PAYMENT****A. Terms**

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

**B. CAL-Card Use**

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of a Purchasing Authority Purchase Order in accordance with Article 17, Purchase Execution and must include all required documentation applicable to the purchase.



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The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules, and policies as applicable to the purchase.

**C. State Financial Marketplace**

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

**D. Payee Data Record**

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the Contractor for copies of the Payee Data Record.

**39. CAL-CARD INVOICING**

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 38, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. The total invoice amount for each CAL-Card order must reflect a zero (0) balance due or credit, if applicable, and state "paid by CAL-Card".

This website contains additional information regarding [DGS-PD's CAL-Card program](#).

**40. CALIFORNIA SELLER'S PERMIT**

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: [www.cdtfa.ca.gov](http://www.cdtfa.ca.gov). State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
ePlus Technology, Inc.	097955982

**41. WARRANTY**

The Contractor must honor all manufacturers' warranties and guarantees from the date of acceptance on all products offered as part of a resulting contract. The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The Contractor

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shall be the main point of contact for all warranty issues and shall facilitate any necessary contact between the ordering agency and the manufacturer.

During the warranty period, the Contractor must:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

The warranty services listed shall include all products, software and firmware maintenance costs, and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation, and substitute products as necessary. If it is necessary to remove any products from an ordering agency's location where on-site warranty is specified, the Contractor will provide substitute products at the time of removal.

Substitute products will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the ordering agency's site until it is returned to the site in good operating condition.

Only new standard parts or parts equal in performance to new parts will be used in making repairs. Parts that have been replaced will become the property of the Contractor except in instances where the State chooses to keep the hard drives. Replacement parts installed will become the property of the ordering agency.

All operating system software and firmware will be considered an integral component of the equipment, and the Contractor will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include electrical work external to the products, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this contract. Warranty services also will not include repair of damage resulting from transportation by the ordering agency between State or local sites or from accident unless the accident is caused by negligent, intentional acts, or omissions of Contractor or its agents.

**42. QUALITY ASSURANCE GUARANTEES**

The Contractor shall represent and warrant that Enterprise Technology products provided shall be free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any

**Contract (Mandatory) 1-24-70-19-12**  
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language to the contrary on purchase orders, invoices, or other sources. Contractors must use new products, parts, and components for all new equipment purchased by the State. The Contractor may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate the manufacturer's warranty.

**43. EQUIPMENT REPLACEMENT DURING WARRANTY**

All product provided under the resultant contract shall perform in accordance with technical specifications and functional descriptions contained or referenced in the awarded contract agreement. If provided product is subject to warranty response three (3) or more times during any ninety (90) day period, the Contractor will, upon the ordering agency's request, replace the product at no cost. The replacement product will be delivered no later than fifteen (15) working days after the ordering agency's request is received by the Contractor. Replacement goods cannot be used, refurbished, or recycled, and must be of equal or greater value.

**44. CONTINUOUS WARRANTY COVERAGE FOR EQUIPMENT ACQUIRED UNDER STATE CONTRACTS**

The Contractor agrees to provide extended warranty coverage and honor all manufacturers' warranties and guarantees on OEM products acquired under any prior State of California storage, server, or Enterprise Technology contracts. This option is available conditionally when the equipment has been on continuous maintenance or upgraded extended warranty coverage. The extended warranty coverage shall be offered in the OEM MSRP and discount-off OEM MSRP pricing under this contract.

**45. PRINCIPAL PERIOD OF MAINTENANCE**

The Contractor must provide warranty and unscheduled service calls for equipment failure in accordance with the following Principal Period of Maintenance (PPM) times after notification from an ordering agency of a problem with any of the goods provided under the resultant contract.

- Metropolitan Areas shall be 8x5x8 NBD **onsite** – Eight (8) hours, typically 8:00 am to 5:00 pm, Pacific Time, five (5) days a week, Monday through Friday, eight (8) hour Next Business Day onsite response time in metropolitan areas, excluding State holidays.
- Non-Metropolitan Areas shall be 8x5x2 (two (2) hour call back response time, excluding State holidays.) Remediation shall be underway within forty-eight (48) hours.

Metropolitan Areas:

Counties

San Diego, Orange, Riverside, Los Angeles, San Francisco, Alameda, Sacramento, Santa Clara, San Bernardino, Yolo, Solano, Contra Costa, and San Mateo.

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Contract User Instructions**Cities**

Redding, Stockton, Bakersfield, Ventura, Tracy, San Quentin, Santa Rosa, Santa Barbara, Frontera, and Fresno.

At the discretion and mutual agreement of State agencies and Contractor, the PPM service availability may be changed for a site by attaching an amendment to their purchase order that states the alternative hours of maintenance at that site. All equipment at a single State site shall have a common PPM service availability. If the State requests unscheduled on-call PPM be performed at a time which is outside the PPM service availability, the service will be furnished at the applicable per call rates and terms then in effect. Travel time and expenses are not billable in connection with such maintenance.

PPM after manufacturers' warranty will be based on the warranty/support offered/purchased by the Contractor.

**46. RECYCLED CONTENT**

State departments are required to report purchases made within sixteen (16) product categories in the California Department of Resources Recycling and Recovery's (CalRecycle) State Agency Buy Recycled Campaign (SABRC) in accordance with PCC Sections 12200-12217. Post-Consumer Recycled Content (PCRC) information shall be provided to ordering agencies upon request.

**47. SB/DVBE PARTICIPATION**

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentages for the Contractor and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website: [www.caleprocure.ca.gov](http://www.caleprocure.ca.gov)

Name	Prime or Subcontractor	OSDS Certification #	SB/DVBE Percent (%)
HSB Solutions, Inc.	Subcontractor	1252940	DVBE: 1.5%

State departments must identify subcontractors on individual purchase documents whenever subcontractors are used.

The Contractor has committed to DVBE participation at total statewide contract levels of 1.5 percent.

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. Ordering agencies must verify the participation amount with the Contractor. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a Purchasing Authority Purchase Order (STD 65).

State departments may request from the Contractor a monthly report providing the SB/DVBE participation levels on purchase orders.

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Contract User Instructions**48. CERTIFICATION OF PAYMENTS TO DVBE SUBCONTRACTORS**

In accordance with the State Contracting Manual, Volume 2, section 1203.1, DGS-PD has prescribed an alternative mechanism for enforcing the DVBE subcontractor payment certification requirement on this Statewide Contract. State departments shall not collect a certified Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817) from the Contractor. During the contract term, and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify that all participation commitments and payments under the contract have been made to the DVBE.

**49. VETTED FORMS/CERTIFICATIONS**

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- Bidder Declaration Form (GSPD 05-105)
- DVBE Declaration Form (DGS-PD 843)
- Darfur Contracting Act Form
- California Civil Rights Certification Form
- Iran Contracting Act Certification
- Russian Sanctions Agreement
- Federal Debarment

Any irregularities or concerns regarding prime or SB/DVBE sub-contractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:

- Copy of executed purchase document
- Value-added service description
- Work performance issue or concern.  
State department contact name, email, and phone number.

**50. GENERATIVE AI PROCUREMENT PROCEDURES**

State departments are required to obtain a [GenAI Reporting and Factsheet \(STD 1000\)](#) from the Contractor prior to issuing a Purchase Order.

If GenAI is disclosed by the Contractor, state departments must follow the required GenAI purchase procedures outlined in SCM Vol.2, Chapter 23, Generative Artificial Intelligence. State departments must retain the STD 1000 in their procurement file, and if applicable, the confirmation the purchase may proceed.

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

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**51. TRADE IN PROGRAM**

There is no Trade-In Program associated with this contract.

**52. TAKE-BACK PROGRAM**

There is no Take-Back Program associated with this contract.

**53. ATTACHMENTS**

Attachment A – Contract Pricing

**EXHIBIT B  
INSURANCE REQUIREMENTS**

**City of Stockton's Insurance Requirements**

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**Exhibit B:**  
**Insurance Requirements**  
(Information Technology)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$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 Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
**(Not required if consultant provides written verification it has no employees)**
- 4. Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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, and alteration of electronic



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information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

### **Technology Professional Liability Errors & Omissions**

**Technology Professional Liability Errors and Omissions Insurance** appropriate to the Consultant's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, 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, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

**The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

#### *Primary Coverage*

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For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**, except for professional/cyber liability. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

### ***Umbrella or Excess Policy***

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

### ***Waiver of Subrogation***

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds

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\$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### *Acceptability of Insurers*

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

### *Claims Made Policies (Professional & Pollution only)*

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

### *Verification of Coverage*

Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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***Subcontractors***

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors or shall ensure that all subcontractors are covered by Vendor's insurance.

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Its Officers, Officials, Employees and Volunteers  
400 E Main Street, 3rd Floor – HR  
Stockton, CA 95202