

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-06
DATA COMMUNICATIONS
Utah NASPO ValuePoint Master Agreement Number AR3229
Palo Alto Networks, Inc. (Contractor)

This Participating Addendum Number 7-20-70-47-06 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Palo Alto Networks, Inc. (hereafter referred to as "Contractor") under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3229.

1. SCOPE

- A. This Participating Addendum covers the purchase of Data Communications products and associated services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3229 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

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

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

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

- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

4. ORDER OF PRECEDENCE

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

- 1) California Participating Addendum Number 7-20-70-47-06
- 2) Utah NASPO ValuePoint Master Agreement Number AR3229

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service categories are listed in the Utah NASPO ValuePoint Master Agreement AR3229:

- 1) Category 1.3 Routers, Switches, Security, and Storage Networking

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

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

- 1) Leasing
- 2) Cloud solutions

These restrictions are not applicable to local governments.

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

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

This restriction is not applicable to local governments.

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

This restriction is not applicable to local governments.

7. PRICING

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

8. AUTHORIZED RESELLERS

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

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

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

9. SUBCONTRACTORS

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

10. ORDERING AGENCY RESPONSIBILITIES

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

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

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

12. DELIVERY

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

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor does not accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

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

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

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

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C. Administrative fee checks shall be submitted to:

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

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

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

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

16. CONTRACT MANAGEMENT

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

Contractor	Contract Manager
Name:	Regina Acheampong
Phone:	(669) 261-5126
Email	racheampon@paloaltonetworks.com
Address:	Palo Alto Networks, Inc. 3000 Tannery Way Santa Clara, CA 95054

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

State	Contract Administrator
Name:	Julie Matthews
Phone:	(916) 375-4612
Email	Julie.Matthews@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

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

17. TERMINATION OF AGREEMENT

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

18. AMENDMENT

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

19. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or

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amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3229, 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

Palo Alto Networks, Inc.

Agency Name

Contractor Name

[Handwritten Signature] 05/29/2020

[Handwritten Signature] 05/29/2020

Authorized Signature Date Signed

Authorized Signature Date Signed

Kimberly Henrich, FT Scott
Printed Name/Title of Person Signing

Melinda Thompson, Deputy General Counsel and VP
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

3000 Tannery Way
Santa Clara, CA 95054
Address

**ATTACHMENT A
Usage Report: Data Communications (2019-2026)**

Contract Number:	
Contractor:	
Reporting Period:	
Report Value:	
Administrative Fee:	

Ordering Agency Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category	Manufacturer Part Number (OEM #/)	Item Description	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid (Quantity x Unit Price)	Index Date / Catalog Version

ATTACHMENT A
Usage Report: Data Communications (2019-2026)

Template Key

Column Number	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L
	Contract Number: Participating Addendum Number Contractor Name: Contractor Name Reporting Period: Reporting Quarter Report Value: Total Sales for Reporting Period Administrative Fee: 1.25% of Total Sales											
Description	Ordering Agency Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category	Manufacturer Part Number (OEM #)	Item Description	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version
	State Agency or Local Government name as described on the purchase document	Identify ordering agency as a "State" or "Local Government" entity, as applicable.	Ordering agency's unique purchase order or service contract number associated with item(s) purchased.	Date the ordering agency placed the order.	Category for each line item (commodity/service) that includes Contractor respective percent discount off MSRP. This identifier should match the Category provided in the Contractor's Master Agreement.	Manufacturer's unique identifier for the line item.	Information about commodity/service purchased. Narrative should be descriptive enough to validate consistency with the Category/ Group ID stated in Column E	Quantity purchased for each line item. All returned items are reported as a negative number. For service contracts, identify term in months.	An independently verifiable public price (MSRP) available to the general public. When providing usage reports, this information should reflect list prices at time of order.	This is the price paid for given line item.	Total Price (Quantity X Contract Unit Price); (Column H X Column J)	Price or catalog effective date. Helps DGS track index price changes (historical frame of reference)
Format	Text	Text	Variable Characters	Date	Variable Characters	Variable Character	Variable Character	Number	Currency	Currency	Currency	Date / Variable Character
Example	Department of General Services	State	2832820	4/30/2013	1.2	ISINK34	Application Services	1	\$55.00	\$48.95	\$48.95	7/19/2012
Example	Department of General Services	State	2832820	4/30/2013	1.2	M1000	3-year Maintenance	1	\$300	\$270.00	\$810.00	7/19/2012
Example	Department of General Services	State	2832820	4/30/2013	1.3	IS330A1 + SP10	1-year Maintenance	1	\$48.00	\$24.96	\$896.56	7/19/2012