

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-21-70-40-12
CLOUD SOLUTIONS
Utah NASPO ValuePoint Master Agreement Number AR3114
Red River Technology, LLC (Contractor)

This Participating Addendum Number 7-21-70-40-12 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Red River Technology, LLC (hereafter referred to as "Contractor") under the State of Utah NASPO ValuePoint Master Agreement Number AR3114.

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 AR3114 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 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 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 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. 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>).
- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014.
 - 2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019.
 - 3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18.
 - 4) Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS), effective 05/11/16.

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 7-21-70-40-12
 - 2) Utah NASPO ValuePoint Master Agreement Number AR3114

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following service offerings from the Utah NASPO ValuePoint Master Agreement Number AR3114 are allowed under this Participating Addendum:
- 1) Software as a Service (SaaS)
 - 2) Infrastructure as a Service (IaaS)
 - 3) Platform as a Service (PaaS)

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

- 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

- 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 Departments 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).

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the [Contractor's NASPO ValuePoint Cloud Solutions website](https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/red-river-technology-llc/) (<https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/red-river-technology-llc/>).

8. AUTHORIZED RESELLERS

Authorized Resellers are not available under this Participating Addendum.

9. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

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)

SABRC is not applicable for this Participating Addendum.

12. DELIVERY

Delivery shall occur as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (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.
- 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:	Phillip Wieser
Phone:	703-880-9792
Email	Phillip.wieser@redriver.com
Address:	Red River Technology, LLC Attn: Phillip Wieser 21 Water Street, Suite # 500 Claremont, NH 03743

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

State	Contract Administrator
Name:	Yolanda Tutt
Phone:	(916) 375-4408
Email	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.

17.TERMINATION OF AGREEMENT

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

18.AMENDMENT

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

19. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3114, 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

Department of General Services

Agency Name



8/17/2021

Authorized Signature

Date Signed

Stephanne Lim, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street

West Sacramento, CA 95605

Address

CONTRACTOR

Red River Technology, LLC

Contractor Name



8/13/21

Authorized Signature

Date Signed

George Shelham; Sr. Director.

Printed Name/Title of Person Signing

21 Water Street, Suite # 500

Claremont, NH 03743

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-21-70-40-12
AMENDMENT 1
CLOUD SOLUTIONS
Utah NASPO ValuePoint Master Agreement Number AR3114
Red River Technology, LLC (Contractor)

The parties mutually agree to amend Participating Addendum 7-21-70-40-12 as follows:

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

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

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

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

21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

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

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

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

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Amendment 1

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

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

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

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

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

Department of General Services

Agency Name

Julie Matthews

Digitally signed by Julie Matthews
Date: 2024.11.04 13:59:58 -08'00'

11/4/2024

*Authorized Signature
Signed*

Date

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

Red River Technology, LLC

Contractor Name

George Shalhoub

Digitally signed by George
Shalhoub
Date: 2024.10.22 10:17:46 -04'00'

10/22/2024

Authorized Signature

Date Signed

George Shalhoub ; VP, Contracts & Compliance

Printed Name/Title of Person Signing

14111 Park Meadow Drive, Suite 120, Chantilly, VA 20151

Address