

State of California **SOFTWARE LICENSING PROGRAM (SLP)**



Contractor: Image Access Corp.
Contract Number: SLP-20-70-0315A
SLP Contract Term: 10/16/2020 through 01/05/2023
Contract Base: OpenText Offer Number OpenText-SLP-2019

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

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

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

By signing below, Contractor agrees to the General Provisions dated September 5, 2014, SaaS Cloud Computing Services Special Provisions dated March 15, 2018 and all other provisions included herein.

- 1) [General Provisions – Information Technology \(GSPD-401IT\), effective 9/5/2014](#)
- 2) [Cloud Computing Services Special Provisions \(Software as a Service\) effective 3/15/2018](#)
- 3) [Cloud Computing – Software as a Service \(SaaS\) General Provisions effective 6/07/2019](#)

For State of CA:

Patrick Mullen
Manager
Multiple Award Programs Section
Procurement Division
Department of General Services

Date

For Contractor:

Signature

Printed Title

Printed Name

Company Name

Date

SOFTWARE LICENSING PROGRAM (SLP)

Image Access Corp

SLP-20-70-0293A

CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

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

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

CONTRACTOR QUARTERLY REPORTS

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, Software Licensing Program. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Contractors with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete and returned to the contractor.

All SLP contractors, including certified Small Businesses and Disabled Veteran Business Enterprises, will be required to pay DGS-PD a 1.25% incentive fee for all orders placed by local government agencies via a SLP contract. This policy, however, does not affect orders placed by State government offices. State agencies will continue to be billed the applicable administrative use fee by the DGS-PD.

The SLP Quarterly Business Activity Report form separates sales to State and local government agencies.

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

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

Each contractor is required to remit to the DGS-PD an incentive fee equal to 1.25% of the total of all local government agency orders (excluding sales tax and freight) placed against their SLP contract(s) for the applicable quarter.

The check covering this fee shall be made payable to the Department of General Services, Software Licensing Program, and be attached to the supporting SLP Quarterly Report.

Mail report and check to:

Department of General Services
Procurement Division, SLP Unit
Quarterly Report Processing
PO Box 989052, MS 2-202
Attn: Software Licensing Program
West Sacramento, CA 95798-9052

SLP Quarterly Reports which include a check made payable to the DGS-SLP Unit must be mailed via hard-copy and cannot be accepted via facsimile or e-mail.

New contracts for contractors with existing contracts, and extensions or renewals of existing contracts, will be approved ONLY if the contractor has submitted to the SLP Unit all quarterly reports, due. Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. A report is required even when there is no activity.

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The report must include the agency name, purchase order number, purchase order date, state agency billing code, pre-tax total order cost, agency contact name, address and phone number, and total dollars for the quarter. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

A sample quarterly report indicating required format and information is attached for your reference (Attachment A).

CONTRACTOR INVOICES

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

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

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

CONTRACTOR OWNERSHIP INFORMATION

Image Access Corp is a small business enterprise.

AGENCY NON-COMPLIANCE

Agency non-compliance with the requirements of this contract may result in

the loss of delegated purchasing authority to use the SLP.

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

AVAILABLE PRODUCTS AND/OR SERVICES

This contract provides for the purchase and warranty of software, software maintenance, training, installation.

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

- **OpenText**

UNAVAILABLE PRODUCTS AND/OR SERVICES

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

- **STANDALONE HARDWARE**
- **CONSULTING**
- **IMPLEMENTATION**

INSTALLATION SERVICES

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

SOFTWARE MAINTENANCE, SUBSCRIPTION AND SAAS RENEWALS

Software Maintenance, Subscription and SaaS renewals shall be fixed at the agencies prior applicable rates (or lower), with a 0% uplift (no up-lift) and no

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additional increases, fees or charges added, for the duration of this SLP contract.

FIRST-YEAR MAINTENANCE

First –year maintenance will be calculated at a maximum of 25% of the publisher’s SLP price.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (201) 487-3456:

Image Access Corp
22 Paris Ave. Suite 210
Rockleigh, NJ 07647
Attn: Claire Feulner

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

Phone: (201) 342-7878
E-mail:
cfeulner@imageaccesscorp.com

SHIPPING INSTRUCTIONS

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

DELIVERY

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

AGENCY RESPONSIBILITY

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

Each agency is responsible for its own contracting program and purchasing

decisions, including use of the SLP program and associated outcomes.

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

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

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

ORDER REQUIREMENTS AND MAXIMUM ORDER LIMIT

- Unless otherwise determined by an individual ordering agency purchasing authority, no SLP order may be executed by a State agency that exceeds that agency’s purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#).
- Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using SLP contracts. The requirements for the following bullets are in the SCM, Volume 3, (for IT): If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the

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Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volume 3, Chapter 3)

- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For SLP transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

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

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

MINIMUM ORDER LIMITATION

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

ORDERING PROCEDURES

1. Order Form

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

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

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

2. Purchase Orders

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

1. State Departments:

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

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available at the DGS-PD website at <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard STD Forms).

Fiscal Purchase Documents – State departments transacting in Fiscal will follow the Fiscal procurement and contracting procedures.

2. Local Governmental Departments:

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

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

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

3. Service and Delivery after Contract Expiration

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

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

CONTRACT PRICES

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

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

Said documents are to be sent to the Department of General Services (DGS) Procurement Division, Software Licensing Program, 707 Third Street, 2nd Floor, West Sacramento, CA 95605-2811, Attention SLP Unit.

CONTRACT EXTENSIONS

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

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

SMALL BUSINESS MUST BE CONSIDERED

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

SMALL BUSINESS/DVBE – TRACKING

State departments are able to claim subcontracting dollars towards their small

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business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering department with the name of the small business or DVBE used, and the dollar amount the ordering department can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering department can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering department with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering department how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be

claimed by the ordering department towards the small business or DVBE goal; and

- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering department's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume Fiscal, Chapter 2, Section 2.E3.2.

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

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

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

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software operation prior to approval of the replacement item on SLP.

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

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

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

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

STATE AND LOCAL GOVERNMENTS CAN USE THE SLP

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

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

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

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies and guidelines are applicable. THE USE OF THE SLP DOES NOT REDUCE OR RELIEVE STATE DEPARTMENTS OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into The SLP contracts. Notwithstanding this, there is no guarantee that “every” possible requirement that pertains to all the different and unique state processes has been included.

TERMINATION OF SLP CONTRACT

1. The State or Contractor may terminate this SLP Contract at any time upon 30 days prior notice.
2. Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
3. 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.

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STATEWIDE PROCUREMENT REQUIREMENTS

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

- SAM Section 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Departments are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the SLP contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.
- Annual small business and disabled veteran reports.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective July 1, 2002, in accordance with Public Contract Code 10116, state departments are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card

transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

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

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

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

2. Advance Payments

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

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

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

Example: If you purchase three (3) years of software maintenance, you cannot pay for the whole three years in advance. You may pay in advance for the first year only and you will be invoiced on an annual basis for the remaining two years.

3. Payee Data Record (Std. 204)

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

4. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of SLP contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

5. Credit Card

Image Access Corp accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to

pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all SLP orders to suppliers not California certified as a small business.

FEDERAL DEBARMENT

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

AMERICANS WITH DISABILITY ACT (ADA)

(See attachment B)

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

Phone no.:916/375-4365

Fax no.:916/376-6371

ATTACHMENT A

SLP QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

Reporting Calendar Year: _____

Publisher: _____

Reporting Quarter: Q1 (January to March)

For Questions Regarding this Report: _____

Q2 (April to June)

E-mail: _____

Q3 (July to September)

Q4 (October to December)

Check Here if No New Orders for This Quarter

STATE GOVERNMENT AGENCY PURCHASES

State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____

1.25% Remitted to DGS (does not apply to CA certified Small Businesses): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT A

SLP QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the SLP Quarterly Business Activity Report.

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

Notes:

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

ATTACHMENT B

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784

**State of California
SOFTWARE LICENSING PROGRAM (SLP)
AMENDMENT #1**

software licensing program

Contractor: Image Access Corp
Contract Number: SLP-20-70-0293A
SLP Contract Term: 10/16/2020 through 01/05/2023
OpenText Offer Number OpenText-SLP-2019

This amendment is being issued to:

- Add "IMPLEMENTATION SERVICES"

See page 2 for provisions referenced above.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

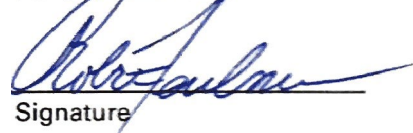
For State of CA:



For Pat Mullen
Manager
Multiple Award Programs Section
Procurement Division
Department of General Services

04/29/2021

For Contractor:


Signature



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

State of California
**SOFTWARE LICENSING PROGRAM (SLP) AGREEMENT
AMENDMENT 2**



Contractor:	Image Access Corp.
Contract Number:	SLP-19-70-0315A
SLP Contract Term:	10/19/2020 through 01/05/2025
Contract Base:	OpenText Offer Number OpenText-SLP-2019

This amendment is being issued to:

- Extend the term of this SLP agreement through Jan 05, 2025
- Replace the existing agreement in its entirety.

For State of CA:

Original Copy on File

Stephanne Lim
Manager
Multiple Award Programs Section
Procurement Division
Department of General Services

01/05/2023

Date

For Contractor:

Signature

Printed Name

Company Name

Date

**SOFTWARE LICENSING PROGRAM (SLP)
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AMENDMENT #2**

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

- 1) [General Provisions – Information Technology \(GSPD-401IT\) effective 6/21/22](#)
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- Supplements, if applicable

CONTRACTOR QUARTERLY REPORTS

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, Software Licensing Program. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Contractors with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete and returned to the contractor.

All SLP contractors, including certified Small Businesses and Disabled Veteran Business Enterprises, will be required to pay DGS-PD a 1.25% incentive fee for all orders placed by local government agencies via a SLP contract. This policy, however, does not affect orders placed by State government offices. State agencies will continue to be billed the applicable administrative use fee by the DGS-PD.

The SLP Quarterly Business Activity Report form separates sales to State and local government agencies.

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

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

Each contractor is required to remit to the DGS-PD an incentive fee equal to 1.25% of the total of all local government agency orders (excluding sales tax and freight) placed against their SLP contract(s) for the applicable quarter.

The check covering this fee shall be made payable to the Department of General Services, Software Licensing Program, and be attached to the supporting SLP Quarterly Report.

Mail report and check to:

Department of General Services
Procurement Division, SLP Unit
Quarterly Report Processing
PO Box 989052, MS 2-202
Attn: Software Licensing Program
West Sacramento, CA 95798-9052

SLP Quarterly Reports which include a check made payable to the DGS-SLP Unit must be mailed via hard-copy and cannot be accepted via facsimile or e-mail.

New contracts for contractors with existing contracts, and extensions or renewals of existing contracts, will be approved ONLY if the contractor has submitted to the SLP Unit all quarterly reports, due. Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. A report is required even when there is no activity.

The report must include the agency name, purchase order number, purchase order date, state agency billing code, pre-tax

total order cost, agency contact name, address and phone number, and total dollars for the quarter. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

A sample quarterly report indicating required format and information is attached for your reference (Attachment A).

CONTRACTOR INVOICES

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

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

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

CONTRACTOR OWNERSHIP INFORMATION

Image Access Corp is a small business enterprise.

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EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

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

AGENCY NON-COMPLIANCE

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

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

AVAILABLE PRODUCTS AND/OR SERVICES

This contract provides for the purchase and warranty of software, software maintenance, SaaS, installation, training

and implementation services.

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

- **OpenText**

UNAVAILABLE PRODUCTS AND/OR SERVICES

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

- **STANDALONE HARDWARE**
- **CONSULTING**

Notice to State Agencies: Software appliances/hardware products offered under the Software Publisher’s pricelist are NOT available under the Software Licensing Program (SLP) if the same type of software appliance/hardware products are currently available under any mandatory Statewide Contract. State agencies who want to purchase a software appliance/hardware product type, other than what is available through a mandatory Statewide Contract must submit an exemption request to the mandatory Statewide Contract Administrator. For more information and the required justification forms regarding the exemption process, please refer to the following website:

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

IMPLEMENTATION SERVICES

Before procuring Implementation Services, state departments should conduct an analysis and use their own due diligence to

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determine if these services are the most cost-effective solution that meets their business needs and security requirements.

Requirements

- State departments must complete a Statement of Work (SOW) for all Implementation services.
- Job titles/categories are limited to those identified in the SLP price list.
- Hourly rates must not exceed those identified in the SLP price list.
- Implementation services can only be purchased when they are in support of software purchased under the SLP.
- Time and Material pricing must not exceed the job Title hourly rate times the number of hours to complete the job.

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

INSTALLATION SERVICES

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

SOFTWARE MAINTENANCE, SUBSCRIPTION AND SAAS RENEWALS

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

FIRST-YEAR MAINTENANCE

First –year maintenance will be calculated at 25% of the SLP net price.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address:

**Image Access Corp
22 Paris Ave. Suite 210
Rockleigh, NJ 07647
Attn: Claire Feulner**

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

**Phone: (201) 342-7878
E-mail:
cfeulner@imageaccesscorp.com**

SHIPPING INSTRUCTIONS

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

DELIVERY

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

AGENCY RESPONSIBILITY

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

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

This responsibility includes, but is not necessarily limited to, ensuring the

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necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's

interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

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

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

ORDER REQUIREMENTS AND MAXIMUM ORDER LIMIT

- Unless otherwise determined by an individual ordering agency purchasing authority, no SLP order may be executed by a state agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#).
- Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using SLP contracts. The requirements for the following bullets are in the SCM, Volume 2, (for IT): If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any

DVBE subcontractors. (See the SCM Volume 2, Chapter 1200)

- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For SLP transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

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

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

MINIMUM ORDER LIMITATION

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

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ORDERING PROCEDURES

1. Order Form

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

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

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

2. Purchase Orders

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

1. State Departments:

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 DGS-PD website at <http://www.dgs.ca.gov/>

[pd/Forms.aspx](#) (select Standard STD Forms).

Fiscal Purchase Documents – State departments transacting in Fiscal will follow the Fiscal procurement and contracting procedures.

2. Local Governmental Departments:

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

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

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

3. Service and Delivery after Contract Expiration

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

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

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CONTRACT PRICES

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

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

Said documents are to be sent to the Department of General Services (DGS) Procurement Division, Software Licensing Program, 707 Third Street, 2nd Floor, West Sacramento, CA 95605-2811, Attention SLP Unit.

CONTRACT EXTENSIONS

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

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

SMALL BUSINESS MUST BE CONSIDERED

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

SMALL BUSINESS/DVBE – TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering department can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering department with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering department how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and

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- Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering department towards the small business or DVBE goal; and
- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
- Review the STD 817. If it is determined to be complete and accurate, authorize payment of the withhold.
- If the STD 817 is late or incomplete, department must send the prime contractor a cure notice allowing at least 15 days, but not more than 30 days, to meet the Certification of Payments to DVBE Subcontractors requirements.
- If the prime contractor does not comply by the identified deadline, permanently deduct the withhold.

Retain all records for a minimum of six years.

3. The ordering department's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

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

In accordance with the State Contracting Manual, Volume 2, Section 1203.1, State departments shall require the Contractor to submit a complete and accurate *Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817)* upon acceptance of ordered goods or services for which the Contractor committed to DVBE subcontractor participation.

Upon delivery or completion of ordered goods or services, State departments shall do the following:

- Provide proper withhold notification to prime contractors.
- Withhold \$10,000 or the full amount of the final invoice if less than \$10,000 pending receipt of the complete and accurate STD 817.

PRODUCTIVE USE REQUIREMENTS

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

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

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

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

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software operation prior to approval of the replacement item on SLP.

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

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

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

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

STATE AND LOCAL GOVERNMENTS CAN USE THE SLP

State and local government use of the SLP contracts is optional. A local government is any city, county, special district or other local governmental body or corporation,

including UC, K-12 schools and community colleges,

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

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

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies and guidelines are applicable. THE USE OF THE SLP DOES NOT REDUCE OR RELIEVE STATE DEPARTMENTS OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into The SLP contracts. Notwithstanding this, there is no guarantee that “every” possible requirement that pertains to all the different and unique state processes has been included.

TERMINATION OF SLP CONTRACT

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

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similar ordering document executed prior to the termination becoming effective.

STATEWIDE PROCUREMENT REQUIREMENTS

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

- SAM Section 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Departments are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the contractor's Std. Form 204, Payee Data Record, in the SLP contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.
- Annual small business and disabled veteran reports.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

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

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

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

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

2. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government

agency (Government Code (GC) § 11256 – 11263 and 11019).

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

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

Payee Data Record (Std. 204)

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

DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of SLP contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Credit Card

Image Access Corp accepts the State of California credit card (CAL-Card).

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

FEDERAL DEBARMENT

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

AMERICANS WITH DISABILITY ACT (ADA)

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

Phone no.: 916/375-4365 Fax no.: 916/376-6371