

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-26-70-58-02
CYBERSECURITY & INFORMATION SECURITY SERVICES
Idaho NASPO ValuePoint Master Agreement Number MA2025003
Cogent Infotech Corporation (Contractor)

This Participating Addendum Number 7-26-70-58-02 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Cogent Infotech Corporation (hereafter referred to as “Contractor”) under the lead state of Idaho NASPO ValuePoint Master Agreement Number MA2025003.

1. SCOPE

- A. This Participating Addendum covers the purchase of services under the Idaho NASPO ValuePoint Master Agreement. The Idaho NASPO ValuePoint Master Agreement is hereby incorporated by reference. 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 Idaho 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 October 31, 2027, 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 up to 120 days 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) Information Technology - General Provisions Cloud - Computing Services, DGS PD 402-ITGP (Cloud), effective 2/20/2025
 - 2) Information Technology - General Provisions - Non-Cloud Goods & Services, DGS PD 403-ITGP (Non-Cloud), effective 2/20/2025
- B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>).

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 7-26-70-58-02
 - 2) Idaho NASPO ValuePoint Master Agreement Number MA2025003

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Idaho NASPO ValuePoint Master Agreement Number MA2025003 are allowed under this Participating Addendum:
- Category 1: Risk Assessment and Mitigation Services

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

- A. The following product and service offerings are prohibited for state agencies under this Participating Addendum.
- 1) Value-added 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. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

- A. Contractor's pricing is outlined in the Idaho NASPO ValuePoint Master Agreement Number MA2025003.
- B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Idaho.

8. AUTHORIZED RESELLERS

Authorized Resellers will not be used for 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.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-26-70-58-02.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

SABRC is not applicable for this Participating Addendum.

12. DELIVERY

- A. 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.
- B. Free On Board (F.O.B.) Destination, freight prepaid by the Contractor, 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 the provisions of the California Prompt Payment Act, Government Code Section 927 et.seq.

- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The 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 monthly basis detailing all invoiced California ordering agency purchases. A usage report is due even when there is no activity.
- B. A report template will be provided by the State Contract Administrator to the Contractor upon award and shall contain, but will not be limited to, the data elements identified below:
 - 1) Ordering Agency Name
 - 2) State/Local Spend
 - 3) Purchase Order / Service Contract Number
 - 4) Order Date
 - 5) Invoice Date
 - 6) Category/ Group
 - 7) Item Description
 - 8) Manufacturer Part Number
 - 9) SKU Number
 - 10) Unit of Measure
 - 11) Quantity
 - 12) List Price/MSRP
 - 13) Unit Price Paid
 - 14) Extended Contract Price Paid
- C. The State Contract Administrator reserves the right to require the Contractor to provide additional order information, including copies of purchase order documents, during the term of the Participating Addendum.
- D. Reports shall be provided using the report template, in Excel format only, and submitted electronically to the [DGS Cooperatives mailbox](mailto:PDCCooperatives@dgs.ca.gov) (PDCCooperatives@dgs.ca.gov).
- E. 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 (5) business days of the date of written notification from the State.
- F. Tax must not be included in the report, even if it is on the purchase order.

- G. Reports are due by the 15th day following the ending of the reporting period (previous calendar month). Note: If the due date falls on a Saturday or Sunday, the report will be due on the following Monday.
- H. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.
- I. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the monthly reporting period less freight, taxes, returned products and credits. (For example, if the net invoiced sales for the reporting period totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the LPA Payment Portal website (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605
- G. Administrative fee payments are due by the 15th day following the ending of the reporting period (previous calendar month). Note: If the due date falls on a Saturday or Sunday, the administrative fee payment will be due on the following Monday.
- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

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

Contractor	Contract Manager
Name:	Manu Mehta
Phone:	(412) 246-0708
Email	govt-bids@cogentinfo.com
Address:	Cogent Infotech Corporation Attn: Manu Mehta 1035 Boyce Rd. Pittsburgh, PA 15241

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

State	Contract Administrator
Name:	Andreina Galvez
Phone:	(279) 799-4559
Email	Andreina.galvez@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 (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon thirty (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.NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20.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 this Participating Addendum, Contractor agrees to offer the same products/services available on the Idaho NASPO ValuePoint Master Agreement Number MA2025003, at prices equal to or lower than the prices on that agreement.

Participating Addendum 7-26-70-58-02

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

Cogent Infotech Corporation

Agency Name

Contractor Name

Julie

Digitally signed by

Matthews

Julie Matthews
Date: 2026.08.26
12:39:08 -07'00'

8/26/2026

Manu Mehta

Aug 3, 2026

Authorized Signature

Date Signed

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Manu Mehta, President

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street

1035 Boyce Rd.

West Sacramento, CA 95605

Pittsburgh, PA 15241

Address

Address