

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-18-70-40-01
Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2471
ATOS IT Solutions and Services, Inc.

This Participating Addendum is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and ATOS IT Solutions and Services, Inc. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2471.

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 AR2471 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 all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/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 Master Price 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.

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 services made under this Participating Addendum.

- 1) **General Provisions – Information Technology (GSPD-401IT)**, effective 9/5/2014.
The twelve (12) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.
Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.
- 2) **Cloud Computing Special Provisions for Software as a Service (SaaS)**, effective 9/3/14. The five (5) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

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

- A. California Participating Addendum Number 7-18-70-40-01
- B. Utah NASPO ValuePoint Master Agreement Number AR2471
- C. Utah Solicitation CH16012 including all Addendums
- D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2471 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. **RESTRICTIONS/DISALLOWED SERVICES** – These restrictions are not applicable to political subdivisions/local governments.
 - A. The following service offerings are prohibited under this Participating Addendum:
 1. Infrastructure as a Service (IaaS)
 2. Platform as a Service (PaaS)
 3. 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 Departments 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).

7. PRICING

- A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.
- B. The Price Schedule shall include the following:
 - 1) Service Category (SaaS)
 - 2) List Price
 - 3) Discount off Schedule Price
 - 4) Contract Price
- C. Contractor shall submit a written notice of price increases/decreases and a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

- A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:
 - 1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
 - 2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/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.

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (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 will accept the State of California credit card (CAL-Card) for payment of invoices.

12. 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 report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.
- C. 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.
- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

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

13. 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 one percent (0.01) 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
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

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

14. CONTRACT MANAGEMENT

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

Contractor: ATOS IT Solutions and Services, Inc.
Name: Michael Spalding
Phone: 703-262-8907
Fax: 877-405-9669
E-Mail: Michael.Spalding@atos.net
Address: 2500 Westchester Avenue, Suite 300
Purchase, NY 10577

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

Name: Yolanda Tutt
Phone: 916.375.4408
E-Mail: 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.

15. 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, nondisrupted 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.

16. 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.

17. 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 services as on the Utah NASPO ValuePoint Master Agreement Number AR2480, at prices equal to or lower than the prices on that contract.

Participating Addendum No. 7-18-70-40-01
ATOS IT Solutions and Services, Inc.

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

Agency Name

ATOS IT Solutions and Services, Inc.

Contractor Name

 11-14-18
Signature of Authorized Signer *Date Signed*

 25 Oct 2018
Signature of Authorized Signer *Date Signed*

Angela Shell, Acting Deputy Director

Printed Name and Title of Authorized Signer

Clayton Harbeck, SVP

Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

Address

2500 Westchester Avenue, Suite 300
Purchase, NY 10577

Address