NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026
Led by the State of **Utah**

Master Agreement #: AR2479

Contractor: **DAY1 SOLUTIONS**

Participating Entity: **STATE OF MISSOURI**

All products, accessories, and services listed on the Contractor's page of the NASPO ValuePoint website shall be available for purchase by the state agencies governed by Chapter 34 RSMo, political subdivisions, and universities of the State of Missouri.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers ***Cloud Solutions*** led by the State of *Utah* for use by state agencies governed by Chapter 34 RSMo, political subdivisions, and universities of the State of Missouri as authorized by that state's statutes to utilize State contracts with the prior approval of the Director of the Division of Purchasing.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the Director of the Division of Purchasing. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing.

3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

4. Participating State Modifications or Additions to Master Agreement: (These modifications or additions apply only to actions and relationships within the Participating Entity.)

   Participating State/Entity must check one of the boxes below.

   [ ] No changes to the terms and conditions of the Master Agreement are required.

   [X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Sean Wilson
Address:	Day1 Solutions, 1751 Pinnacle Dr, Ste 425, McLean, VA 22102
Telephone:	703-646-3291
Fax:	
Email:	sean@day1solutions.com

State of Missouri

Name:	Brent Dixon
Address:	301 W. High Street, Rm. 630, Jefferson City, MO 65101
Telephone:	(573) 751-4903
Fax:	
Email:	Brent.dixon@oa.mo.gov

6. Participating Entity Modifications Or Additions To The Master Agreement: These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

1) For informational purposes, the contractor is requested to complete Exhibit A regarding their economic impact to the State of Missouri.

2) Missouri Statewide Contract Quarterly Administrative Fee:

   a) The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

   b) The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

   c) Payments shall be made using one of the following acceptable payment methods:

      • Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the

following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.

- Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

d) All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

e) Missouri Statewide Contract Quarterly Administrative Fee Report:

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 4) may be downloaded from the following Division of Purchasing website: http://oa.mo.gov/purchasing/vendor-information. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- Mail: Division of Purchasing,
  P.O. Box 809, Jefferson City MO 65102-0809
  OR
  Division of Purchasing,
  301 West High Street, Room 630, Jefferson City, MO 65101-1517
- Fax: (573) 526-9815
- Email: ereports@oa.mo.gov

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

3) Missouri Statewide Contract Quarterly Usage Report:

a) The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".

Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

b) The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

c) The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 5) which is downloadable from http://oa.mo.gov/purchasing/vendor-information or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

d) The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Missouri	Contractor: Day1 Solutions, Inc.
Signature: Karen S. Boeger	Signature: Sean Wilson
Name: Karen S. Boeger	Name: Sean Wilson
Title: Director, Div. of Purchasing	Title: NASPO Program Manager
Date: 12/12/16	Date: 12/05/2016

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

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EXHIBIT A

Missouri Economic Impact: The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Day1 Solutions, Inc. is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.
   Day1 Solutions is headquartered in McLean Viriginia and does not have Missouri employees or business facilities or subcontractors.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number
   Day1 Solutions will be providing a Software as a Service solution that is not provided by Missourians or performed in Missouri. The proposed services are hosted are Public Cloud Provider Amazon Web Services.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
   Day1 Solutions will comply with State of Missouri tax revenue tax obligations.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: http://oeo.mo.gov you will use in the provision of products and services under the contract:
   Day1 Solutions is not currently certified as a MBE or WBE with the State of Missouri and is not subcontracting to any Missouri MBE or WBE certified companies.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites http://dese.mo.gov/special-education/sheltered-workshops/directories, http://www.lhbindustries.com and http://www.alphapointe.org you will use in the provision of products and services under the contract:
   Day1 Solutions will not be provisioning any Blind or any Missouri Sheltered Workshops for the proposed Software as a Solution (SaaS).

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites http://oa.mo.gov/sites/default/files/sdvelisting.pdf you will use in the provision of products and services under the contract:
   Day1 Solutions will not be provisioning any Missouri Service-Disabled Veteran Business Enterprises (SDVE's) for the proposed Software as a Solution (SaaS).