

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NUMBER 7-17-70-40-03**  
**AMENDMENT 4**

Cloud Solutions  
Utah NASPO ValuePoint Master Agreement Number AR2505  
**Quest Media &Supplies, Inc. (Contractor)**

The parties mutually agree to amend Participating Addendum 7-17-70-40-03 as follows:

- 1) **Section 7. PRICING** is revised to read as follows:
  - A. Contractor's pricing is outlined in the Utah NASPO ValuePoint Master Agreement Number AR2505.
- 2) **Section 9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS** is hereby deleted in its entirety and replaced with the following:

**9. AUTHORIZED RESELLERS**

- A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.
  - 1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.
  - 2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
  - 3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.
- C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

- E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- F. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
- G. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

3) **Section 18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

**18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

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

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

**Participating Addendum 7-17-70-40-03  
Amendment 4**

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

**STATE OF CALIFORNIA**

Department of General Services

*Agency Name*

Julie Matthews

Digitally signed by Julie  
Matthews  
Date: 2023.06.29 16:03:06  
07:00'

6/29/2023

*Authorized Signature  
Signed*

*Date*

Julie Matthews, MAU2 Supervisor

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

*Address*

**CONTRACTOR**

Quest Media & Supplies, Inc.

*Contractor Name*

DocuSigned by:

Ryan O'Keeffe

June 20, 2023

*Authorized Signature*

*Date Signed*

Ryan O'Keeffe      Director, Service Contracts

*Printed Name/Title of Person Signing*

9000 Foothills Blvd. Ste. 100  
Roseville, CA 95747

*Address*

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NO. 7-17-70-40-03  
AMENDMENT #3**

Cloud Solutions  
Utah NASPO ValuePoint Master Agreement No. AR2505  
**Quest Media & Supplies, Inc.**

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-03 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

**ISSUE PURCHASE ORDER TO**

Orders may be placed with Quest Media & Supplies, Inc. or with an Authorized Reseller as indicated below:

Orders placed with Quest Media & Supplies, Inc.

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
9000 Foothills Blvd, Suite 100  
Roseville, CA 95747

Contact: Customer Service  
Phone: 916-338-7070  
Fax No.: 916-344-5924  
E-mail: [NASPOValuePoint@questsys.com](mailto:NASPOValuePoint@questsys.com)

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Allgress, Inc.  
111 Lindbergh Avenue, Suite F, Livermore, CA 94551

Contact: Michelle Torrey  
Phone: 925-699-6304  
Fax No.: N/A  
E-mail: [Michelle.Torrey@allgress.com](mailto:Michelle.Torrey@allgress.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o DataEndure  
1960 Zanker Road, B10, San Jose, CA 95112

Contact: James Silva  
Phone: 916-718-2276  
Fax No.: 408-734-3343  
E-mail: [Jsilva@dataendure.com](mailto:Jsilva@dataendure.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Dimension Data North America, Inc.  
11006 Rushmore Drive, Suite 30, Charlotte, NC 28277

Contact: Julie Campbell  
Phone: 775-737-1939  
Fax No.: 925-470-2526  
E-mail: [Julie.Campbell@dimensiondata.com](mailto:Julie.Campbell@dimensiondata.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Jive Communications, Inc.  
1275 W 1600 N, Suite 100, Orem, UT 84057

Contact: Kurt Snodgrass  
Phone: 405-355-2559  
Fax No.: 405-355-2559  
E-mail: [Jivenaspo@jive.com](mailto:Jivenaspo@jive.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Pondera Solutions Inc.  
11290 Pyrites Way, Suite 100, Gold River, CA 95670

Contact: Sharie Kirsch  
Phone: 703-628-8703  
Fax No.: N/A  
E-mail: [Skirsch@ponderasolutions.com](mailto:Skirsch@ponderasolutions.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o RingCentral, Inc.  
20 Davis Drive, Belmont, CA 94002

Contact: Tom Bunten  
Phone: 714-916-5692  
Fax No.: 714-916-5692  
E-mail: [Tom.Bunten@ringcentral.com](mailto:Tom.Bunten@ringcentral.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o SkyBitz, Inc.  
2300 Dulles Station Blvd., Suite 600 Herndon, VA 20171

Contact: Carolyn Rehling  
Phone: 404-353-4639  
Fax No.: N/A  
E-mail: [Crehling@skybitz.com](mailto:Crehling@skybitz.com)

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.


When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

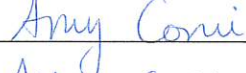
All other terms and conditions of the Participating Addendum shall remain the same.

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

**Participating State:**  
STATE OF CALIFORNIA

By:   
Name: Angela Shell  
Title: Deputy Director  
Date: 4/6/2018

**Contractor:**  
Quest Media & Supplies, Inc.

By:   
Name: Amy Coni  
Title: SLED Program Coordinator  
Date: 4/6/2018



**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NO. 7-17-70-40-03  
AMENDMENT #2**

Cloud Solutions  
Utah NASPO ValuePoint Master Agreement No. AR2505  
**Quest Media & Supplies, Inc.**

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-03 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

**ISSUE PURCHASE ORDER TO**

Orders may be placed with Quest Media & Supplies, Inc. or with an Authorized Reseller as indicated below:

Orders placed with Quest Media & Supplies, Inc.

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
9000 Foothills Blvd, Suite 100  
Roseville, CA 95747

Contact: Customer Service  
Phone: 916-338-7070  
Fax No.: 916-344-5924  
E-mail: [NASPOValuePoint@questsys.com](mailto:NASPOValuePoint@questsys.com)

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Allgress, Inc.  
111 Lindbergh Avenue, Suite F, Livermore, CA 94551

Contact: Michelle Torrey  
Phone: 925-699-6304  
Fax No.: N/A  
E-mail: [Michelle.Torrey@allgress.com](mailto:Michelle.Torrey@allgress.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o DataEndure  
1960 Zanker Road, B10, San Jose, CA 95112

Contact: James Silva  
Phone: 916-718-2276  
Fax No.: 408-734-3343  
E-mail: [Jsilva@dataendure.com](mailto:Jsilva@dataendure.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Jive Communications, Inc.  
1275 W 1600 N, Suite 100, Orem, UT 84057

Contact: Kurt Snodgrass  
Phone: 405-355-2559  
Fax No.: 405-355-2559  
E-mail: [Jivenaspo@jive.com](mailto:Jivenaspo@jive.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Pondera Solutions Inc.  
11290 Pyrites Way, Suite 100, Gold River, CA 95670

Contact: Sharie Kirsch  
Phone: 703-628-8703  
Fax No.: N/A  
E-mail: [Skirsch@ponderasolutions.com](mailto:Skirsch@ponderasolutions.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o RingCentral, Inc.  
20 Davis Drive, Belmont, CA 94002

Contact: Tom Bunten  
Phone: 714-916-5692  
Fax No.: 714-916-5692  
E-mail: [Tom.Bunten@ringcentral.com](mailto:Tom.Bunten@ringcentral.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o SkyBitz, Inc.  
2300 Dulles Station Blvd., Suite 600 Herndon, VA 20171

Contact: Carolyn Rehling  
Phone: 404-353-4639  
Fax No.: N/A  
E-mail: [Crehling@skybitz.com](mailto:Crehling@skybitz.com)



**Participating Addendum No. 7-17-70-40-03**  
**Amendment #2**  
**Quest Media & Supplies, Inc.**

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

All other terms and conditions of the Participating Addendum shall remain the same.

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


**Participating State:**

STATE OF CALIFORNIA

By:   
Name: Angela Shell  
Title: Deputy Director  
Date: 3/8/18

**Contractor:**

Quest Media & Supplies, Inc.

By:   
Name: Ryan O'Keefe  
Title: Director of Managed Services  
Date: 3/2/18

**STATE OF CALIFORNIA  
PARTICIPATING ADDENDUM NO. 7-17-70-40-03  
AMENDMENT NO. 1**

Cloud Solutions  
Utah NASPO ValuePoint Master Agreement No. AR2505  
**Quest Media & Supplies, Inc.**

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-03 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

**ISSUE PURCHASE ORDER TO**

Orders may be placed with Quest Media & Supplies, Inc. or with an Authorized Reseller as indicated below:

Orders placed with Quest Media & Supplies, Inc.

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
9000 Foothills Blvd, Suite 100  
Roseville, CA 95747

Contact: Customer Service  
Phone: 916-338-7070  
Fax No.: 916-344-5924  
E-mail: [NASPOValuePoint@questsys.com](mailto:NASPOValuePoint@questsys.com)

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Allgress, Inc.  
111 Lindbergh Avenue, Suite F, Livermore, CA 94551

Contact: Michelle Torrey  
Phone: 925-699-6304  
Fax No.: N/A  
E-mail: [michelle.torrey@allgress.com](mailto:michelle.torrey@allgress.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o DataEndure  
1960 Zanker Road, B10, San Jose, CA 95112

Contact: James Silva  
Phone: 916-718-2276  
Fax No.: 408-734-3343  
E-mail: [jsilva@dataendure.com](mailto:jsilva@dataendure.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Dimension Data North America, Inc.  
11006 Rushmore Drive, Suite 30, Charlotte, NC 28277

Contact: Julie Campbell  
Phone: 775-737-1939  
Fax No.: 925-470-2526  
E-mail: [julie.campbell@dimensiondata.com](mailto:julie.campbell@dimensiondata.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Jive Communications, Inc.  
1275 W 1600 N, Suite 100, Orem, UT 84057

Contact: Kurt Snodgrass  
Phone: 405-355-2559  
Fax No.: 405-355-2559  
E-mail: [jivenaspo@jive.com](mailto:jivenaspo@jive.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Pondera Solutions Inc.  
11290 Pyrites Way, Suite 100, Gold River, CA 95670

Contact: Sharie Kirsch  
Phone: 703-628-8703  
Fax No.: N/A  
E-mail: [skirsch@ponderasolutions.com](mailto:skirsch@ponderasolutions.com)

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

**AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.**

**Participating Addendum No. 7-17-70-40-03**  
**Amendment #1**  
**Quest Media & Supplies, Inc.**

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

All other terms and conditions of the Participating Addendum shall remain the same.

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

**Participating State:**

State of California,  
Department of General Services

By: 

Name: Amanda Shell

Title: Deputy Director

Date: 12/21/2017

**Contractor:**

Quest Media & Supplies, Inc.

By: 

Name: Ryan O'Keeffe

Title: Director of Managed Services

Date: 12/18/17



**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NO. 7-17-70-40-03**

Cloud Solutions  
Utah NASPO ValuePoint Master Agreement No. AR2505  
**Quest Media & Supplies, Inc.**

This Participating Addendum Number 7-17-70-40-03 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Quest Media & Supplies, Inc. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2505.

**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 AR2505 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](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](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 7-17-70-40-03
- B. Utah NASPO ValuePoint Master Agreement Number AR2505
- C. Utah Solicitation CH16012 including all Addendums
- D. Contractor's response to Utah's Solicitation

**5. AVAILABLE SERVICES**

- A. The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2505 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 available for this Participating Addendum:

### **ISSUE PURCHASE ORDER TO**

Orders may be placed with Quest Media & Supplies, Inc. or with an Authorized Reseller as indicated below:

Orders placed with Quest Media & Supplies, Inc.

### **SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
9000 Foothills Blvd, Suite 100  
Roseville, CA 95747

Contact: Customer Service  
Phone: 916-338-7070  
Fax No.: 916-344-5924  
E-mail: [NASPOValuePoint@questsys.com](mailto:NASPOValuePoint@questsys.com)

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Allgress, Inc.  
111 Lindbergh Avenue, Suite F, Livermore, CA 94551

Contact: Michelle Torrey  
Phone: 925-699-6304  
Fax No.: N/A  
E-mail: [michelle.torrey@allgress.com](mailto:michelle.torrey@allgress.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o DataEndure  
1960 Zanker Road, B10, San Jose, CA 95112

Contact: James Silva  
Phone: 916-718-2276  
Fax No.: 408-734-3343  
E-mail: [jsilva@dataendure.com](mailto:jsilva@dataendure.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Jive Communications, Inc.  
1275 W 1600 N, Suite 100, Orem, UT 84057

Contact: Kurt Snodgrass  
Phone: 405-355-2559  
Fax No.: 405-355-2559  
E-mail: [jivenaspo@jive.com](mailto:jivenaspo@jive.com)

**SUBMIT ORDERS TO:**

Quest Media & Supplies, Inc.  
c/o Pondera Solutions Inc.  
11290 Pyrites Way, Suite 100, Gold River, CA 95670

Contact: Sharie Kirch  
Phone: 703-628-8703  
Fax No.: N/A  
E-mail: [skirsch@ponderasolutions.com](mailto:skirsch@ponderasolutions.com)

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.



AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

## **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](mailto: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 3<sup>rd</sup> Street, 2<sup>nd</sup> 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: Quest Media & Supplies, Inc.  
Name: Ryan O'Keeffe  
Phone: 916-338-7070  
Fax: 916-344-5924  
E-Mail: [ryan\\_okeeffe@questsys.com](mailto:ryan_okeeffe@questsys.com)  
Address: 9000 Foothills Blvd, Suite 100  
Roseville, CA 95747

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

Name: Yolanda Tutt  
Phone: 916.375.4408  
Fax: 916.375.4663  
E-Mail: [yolanda.tutt@dgs.ca.gov](mailto: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

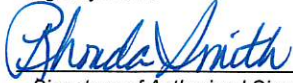
- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject 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 AR2505, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Agency Name

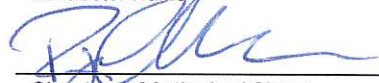


Signature of Authorized Signer

10/13/2017  
Date Signed

Quest Media & Supplies, Inc.

Contractor Name



Signature of Authorized Signer

10/12/17  
Date Signed



Ricardo Martinez, Acting Deputy Director

Printed Name and Title of Authorized Signer

707 Third Street  
West Sacramento, CA 95605

Address

Ryan O'Keeffe, Director

Printed Name and Title of Authorized Signer

9000 Foothills Blvd, Suite 100  
Roseville, CA 95747

Address

<b>Contract Number:</b>	
<b>Contractor:</b>	
<b>Reporting Period:</b>	
<b>Report Value:</b>	
<b>Administrative Fee:</b>	

[illegible]