



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Master Agreement #: AR2475

Contractor: **CGI TECHNOLOGIES AND SOLUTIONS INC.**

Participating Entity: **STATE OF ALABAMA**

The following products or services are included in this contract portfolio:

- SaaS

The following products or services are not included in this agreement:

- IaaS

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by the State of Alabama, Alabama Department of Finance, authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement will only be used by the Alabama Department of Finance. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.
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. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Surabhi Subramanyam
Address:	11325 Random Hills Rd, Fairfax, VA 22030
Telephone:	(703) 267-8000
Fax:	
Email:	subramanyam.surabhi@cgi.com

Participating Entity

Name:	State of Alabama
Address:	100 N Union Ste 192 Montgomery, AL 36104
Telephone:	334-242-4667
Email:	Brittany.peterson@purchasing.alabama.gov

5. 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.

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

6. 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.
7. Contract Term: This PA is effective upon final signature of both parties and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement AR2475. Renewals will align with NASPO MA expiration for one-year periods, and if agreed by both parties, would begin the day after the previous contract ends. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12-month period. Any order placed prior to expiration of the Master Agreement shall be subject to the terms of this PA and shall survive both.
8. State CIO Approval: State executive branch agencies which are subject to the authority and prior approval of the Alabama Secretary of Information Technology, in his or her role as State Chief Information Officer (CIO), must obtain such approval prior to making purchases from the Master Agreement. Approval may be dependent upon compliance with State of Alabama IT Policies, which are posted at <https://oit.alabama.gov/governance-library/> and which may be subject to change at the State of Alabama's discretion and addressed through the Project Change Request as necessary.
9. Mandatory Source: For the supplies and services which Contractor provides through this Participating Addendum, State agencies must purchase through this Participating Addendum and may not use any other source except in an emergency. Notwithstanding the foregoing, this provision shall not be construed to preclude Contractor from responding to other procurement solicitations issued by the State or any of its agencies or political subdivisions.
10. Vendor Management Program: The Office of Information Technology ("OIT") operates a vendor management program for certain vendors which includes periodic virtual reviews of vendor performance. At the request of OIT, Contractor shall participate in the OIT vendor management program.

11. Incident Management and Breach Notification: Any notification to State agencies of a Data Breach, as defined in the Master Agreement, involving the State's Data provided to Contractor under an Order shall be forwarded by the Contractor to the Alabama Secretary of Information Technology via email to legal@oit.alabama.gov.
12. Data Protection: Where applicable and as required by a written statement of work mutually agreed to between the Parties, Contractor will comply with applicable security standards including without limitation GovRAMP, HIPAA, IRS Publication 1075, and CJIS. Additionally, no Purchasing Agency shall provide any personal data that is subject to i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws for processing unless mutually agreed in a written statement of work. If personal data subject to GDPR or other data protection laws will be processed during the course of a statement of work, the State will inform Contractor, and the parties will amend the statement of work to include additional data security measures as required.

If State data resides on Contractor's environments or systems, State may request relevant security-related testing, which may include vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions. The terms and conditions of such testing must be agreed to in a written statement of work or in a subsequent written agreement to be signed by both parties.
13. Right to Remove Individuals: A Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity a Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reason it requests removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual and the Contractor shall not assign the person to any other order under this Participating Addendum without the Purchasing Entity and State consent.
14. Immigration: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
15. Open Trade/No Boycott: For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.
16. Compliance with Ala Act No. 2023-409: In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract

engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act. This requirement applies to contracts entered into on or after October 1, 2023 if Contractor employs 10 or more employees and the contract could exceed \$15,000 over the term of the contract. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

17. Dispute Resolution: In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.
18. Conflict of Law: If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.
19. No Indemnification: Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, including all license agreements attached to the Master Agreement, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor or any subcontractors for any reason.
20. Assignment: Contractor acknowledges and agrees that Ala. Code § 41-16-59 prohibits assignment of contracts without the written consent of the State and the requisitioning agency. Notwithstanding anything to the contrary, Contractor's ability to assign amounts receivable under an order shall not be considered “assignment of the contract” and thus is not limited hereunder.
21. Not to Constitute a Debt to the State: The terms and commitments contained in this Participating Addendum or order shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.
22. Disclosure Statement: Ala. Code § 41-16-82 requires the disclosure statement to be completed and filed for all grant proposals to the State of Alabama in excess of \$25,000. For contracts of an amount that exceeds a threshold for bid or formal solicitations under Article 4 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for

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awarding public contracts. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

23. Click Wrap: Additional terms or third-party terms entered into pursuant to this Participating Addendum may apply, but no Purchasing Entity shall be deemed to have agreed to be bound by them unless provided for review and separately agreed to in writing by an authorized official. No Purchasing Entity shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in the agreement or subsequent Statement of Work under such agreement entered pursuant to this Participating Addendum and signature by an authorized official. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the State of Alabama or any State of Alabama authorized end user to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.
24. Administrative Fee and Reporting: Contractor agrees that if at any point additional agencies are added to this PA, the state will amend to include Administrative Fee requirements.
25. Electronic Payments: Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.
26. Late Payments: Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Ala. Code § 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. § 6621.
27. Non-appropriation of funds: Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.
28. Proration: Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Ala. Code § 41-4-90), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or

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changing payment terms or amounts) or terminating the contract.

29. Service Level Agreements and Disaster Recovery: Contractor, as part of its process to execute and conduct services for a new order with Purchasing Entities, shall include disaster recovery and maintain service level agreement for all services which require Contractor hosting of State information or data within the contiguous 48 U.S. states.
30. Force Majeure: Notwithstanding any other terms and conditions set forth in this Agreement, a Force Majeure clause may be invoked by either party only if such party is using reasonable commercial efforts to mitigate or eliminate the cause of such delay or its effects.
31. Terms and Conditions in the Master Agreement that Do Not Apply to this Participating Addendum: Terms or conditions contained in the Master Agreement that do any of the following are not applicable to this PA:
- Waive the sovereign immunity of the State;
 - Subject the State, its agencies, or political subdivisions to the jurisdiction of the courts of other states;
 - Limit the time in which the State, its agencies, or political subdivisions may bring a legal claim to a period shorter than that provided in Alabama law;
 - Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Alabama Code;
 - Require the State, its agencies, or political subdivisions of the State to accept arbitration or to waive right to a jury trial;
 - Require indemnification not specifically authorized by the Alabama legislature or subject to appropriation (pursuant to Alabama Code); or
 - Hold employees, officers, or political subdivisions of the state of Alabama personally liable.


Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.



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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: Alabama Department of Finance, Division of Procurement	Contractor: CGI Technologies and Solutions Inc.
Signature:	Signature: 
Name: Christine Cook	Name: Surabhi Subramanyam
Title: Chief Procurement Officer	Title: Sr. Vice President, Consulting Service
Date:	Date: April 16, 2026

For questions on executing a participating addendum, please contact info@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.