

Participating Addendum Number: 282-CAI
for
IT Managed Service Providers
between
State of North Dakota
and
Computer Aid Inc.

This Participating Addendum is entered into by State of North Dakota, State Procurement Office ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 22PSX0086AA, executed by Contractor and the State of Connecticut ("Lead State") for IT Managed Service Providers ("Master Agreement"):

Computer Aid, Inc ("Contractor")
 1390 Ridgeview Drive
 Allentown PA, 18104

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Linda Leiby
 Director CWS
 Linda.Leiby@cai.io
 570-337-8698

Participating Entity's contact for this Participating Addendum is:

Tricia Opp
 IT Procurement Officer
topp@nd.gov
 701.328.1721

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum, established pursuant to N.D.C.C § 54-44.4-13, may be used by all state agencies, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C § 39-04.2, and the International Peace Garden. Participating Entity has sole authority to determine which additional entities authorized by state statute are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. IT Workforce Companies (Subcontracts).** STATE will allow subcontractors. CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Participating Addendum and incorporates this Participating Addendum, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor with whom CONTRACTOR contracts. CONTRACTOR does not have authority to contract for or incur obligations

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IT Managed Service Providers**

Between **State of North Dakota** and
Computer Aid Inc.



on behalf of STATE. CONTRACTOR will determine if the company meets the criteria to establish as a subcontractor.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within thirty (30) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto. Contractor will provide a copy of the executed amendment to Participating Entity within five (5) days of amendment execution.

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.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** Contractor shall provide a report to Participating Entity each calendar quarter showing the following, but not limited to: total spend, total number of requests/placements, categories utilized and breakdown of IT Workforce Company/spend/category.
- VIII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. INFORMATION TECHNOLOGY STANDARDS.** Contractor shall comply with applicable Participating Entity enterprise architecture technology standards. These standards can be found on Participating Entity's website at <https://www.ndit.nd.gov/standards>. If Contractor is unable to comply with any applicable standard, a Request for Exemption from Information Technology Standards or Statutory Policies (SFN 51687) must be submitted in coordination with Participating Entity and Contractor for the North Dakota Information Technology Department's review and approval or disapproval.
- X. ATTACHMENTS.** This Participating Addendum includes the following attachments:
 - a. Attachment A: Participating Entity Modifications to CAI Master Agreement
- XI. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Computer Aid, Inc
Contract Administrator
contractmanagement@cai.io
610-530-5044

Copies Sent To:

For Participating Entity:

Tricia Opp
IT Procurement Officer
topp@nd.gov
701.328.1721

Gregg M Feinberg, ESQ
gregg@feinberglaw.com

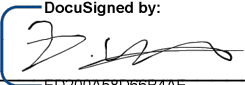
XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

DocuSigned by:

ED200A58D66B4AE...
Signature

Abe Hunter

Printed Name

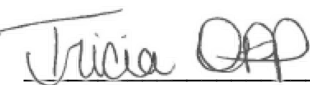
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Title

5/17/2024

Date

PARTICIPATING ENTITY:


Signature

Tricia Opp

Printed Name

IT Procurement Officer

Title

5/20/2024

Date

ATTACHMENT A: PARTICIPATING ENTITY MODIFICATIONS TO CAI MASTER AGREEMENT

1. COMPENSATION-PAYMENTS

Supplements Master Agreement, Exhibit A

a. Retainage

Deliverable-based payments may be subject to 10% retainage. Retained amounts due to CONTRACTOR shall be paid upon Final Acceptance.

b. Travel

STATE may reimburse CONTRACTOR, if agreed upon during each work request, for expenses related to travel at amounts not to exceed those outlined below:

- 1) **Lodging:** Reimbursement shall not exceed the then-current, published GSA rate for the travel location. Copies of receipts are required for lodging reimbursement. STATE shall not reimburse for incidental and miscellaneous expenses charged to the room, including alcohol, telephone charges, or entertainment (e.g., movies).
- 2) **Transportation:** Air travel shall be reimbursed by STATE at the actual cost of airfare for coach class travel only. CONTRACTOR shall make air travel arrangements at least fourteen (14) days in advance whenever possible. Reimbursement for rented, chartered, or contracted vehicle transportation shall be limited to reasonable rates as determined by STATE.
- 3) **Meals:** Meals shall be paid on a per diem basis for each day of travel at then-current, published GSA per diem rate for the travel location. Per diem for the first and last day of travel shall be paid at seventy-five percent (75%) of the GSA per diem rate. Requests for per diem payments must include the start and end dates of travel, the location where the services are performed, and the allowable per diem amount for each trip on the billing/invoice.

Payment for any travel expenses that exceed the travel budget as agreed upon by the Parties must be approved by STATE's project manager.

c. Prepayment

STATE will not make any advance payments before performance or delivery by CONTRACTOR under this Contract.

2. EQUIPMENT, MATERIALS, AND WORKSPACE – RESOURCES PROVIDED BY PARTIES

- a. For any damaged STATE owned equipment provided to Contingent Worker, the STATE will withhold payment of the current invoice and charge CONTRACTOR the full replacement cost of the equipment. Upon payment by the CONTRACTOR of the full replacement cost of the equipment, STATE shall pay the current invoice.
- b. For any lost or stolen STATE owned equipment provided to Contingent Worker a police report will be provided to the STATE within five (5) business days of the occurrence. The STATE will withhold payment of the current invoice and charge CONTRACTOR the full replacement cost of the equipment. Upon payment by the CONTRACTOR of the full replacement cost of the equipment, STATE shall pay the current invoice.
- c. For any STATE owned equipment provided to Contingent Worker, the following apply to the return of equipment:

- i. STATE requires CONTRACTOR provide equipment proof of shipment (i.e., tracking number) within fourteen (14) business days following Contingent Worker last day worked. If the STATE does not receive proof of shipment within fourteen (14) business days, STATE will withhold the final invoice and charge CONTRACTOR the full replacement cost of the equipment. No reimbursement of CONTRACTOR replacement costs will be granted if the STATE does not receive the proof of shipment within fourteen (14) business days.
- ii. Once the equipment has been received, STATE will confirm that it is in good working order. If it is not, the replacement cost under 2a shall apply. If the equipment is in good working order, the STATE will:
 1. Confirm if the equipment proof of shipment (i.e., tracking number) was received within fourteen (14) business days and if applicable, confirm that CONTRACTOR has paid for the replacement cost as invoiced by STATE.
 2. STATE shall pay the final invoice.

3. TERMINATION

Supplements Master Agreement, Item 15 Termination

a. **Termination by Mutual Agreement**

This Contract may be terminated by mutual consent of both Parties executed in writing.

b. **Early Termination in the Public Interest**

STATE is entering this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, Agencies, and Courts. If this Contract ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to CONTRACTOR, may terminate this Contract in whole or in part.

c. **Termination for Lack of Funding or Authority**

STATE, by written notice to CONTRACTOR, may terminate the whole or any part of this Contract under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services or good are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

d. **Termination for Cause.**

STATE may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- 1) If CONTRACTOR fails to provide services or goods required by this Contract within the time specified or any extension agreed to in writing by STATE; or
- 2) If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

4. SUSPENSION FOR CONVENIENCE

Supplements Master Agreement

STATE shall have the right at any time to order the services of CONTRACTOR fully or partially stopped for STATE's own convenience. STATE shall provide CONTRACTOR written notice of the reason for and duration of the suspension. The schedule shall be delayed on a day-for-day basis to the extent STATE has issued a stop work order to CONTRACTOR and such stop work order is causing delays in completing services in accordance with the schedule. CONTRACTOR shall have the right to submit claims in accordance with the terms of this Contract as a result of stop work orders issued under this section.

5. NON-WAIVER

Supplements Master Agreement

Either party's failure to exercise any of its rights under this Contract, its delay in enforcing any right, or its waiver of its rights on any occasion, shall not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights shall constitute a waiver thereof. No waiver of any provision of this Contract shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

6. INDEMNIFICATION

Supplements Master Agreement, Item 39 Indemnification

In addition to the indemnification obligations in the Master Contract, CONTRACTOR acknowledges the legal defense provided by CONTRACOT to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. CONTRACTOR also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action against CONTRACTOR in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Contract.

7. INSURANCE

Supplements Master Agreement, Item 52 Risk of Loss and Insurance

CONTRACTOR shall secure and keep in force during the term of this Contract and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this CONTRACT, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

8. WORK PRODUCT

Supplements Master Agreement

All work product, equipment or materials created for STATE or purchased by STATE under this Contract belong to STATE and must be immediately delivered to STATE at STATE's request upon termination of this Contract.

9. PERSONNEL

Supplements Master Agreement, Exhibit A Item II Additional Terms and Conditions, A. Background Check Requirements

CONTRACTOR agrees that STATE may require any personnel CONTRACTOR assigns to perform work under this Contract, including employees, contracted staff, subcontractors, or other individuals, to submit to a criminal history record check in accordance with N.D.C.C. §12-60-24, through the authority granted to the chief information officer of the STATE pursuant to N.D.C.C. § 54-59-20. STATE shall have the right to reject any individual CONTRACTOR assigns to perform work under this Contract if, in STATE's sole discretion, it determines that the results of the criminal history record check make the individual unacceptable. CONTRACTOR agrees to be responsible for all costs associated with criminal history record checks carried out pursuant to this paragraph.

10. PROJECT MANAGEMENT – DELIVERABLE BASED SOWS

Supplements Master Agreement, Exhibit A Item II Additional Terms and Conditions

a. Integrated Change Control Process

CONTRACTOR and STATE will utilize an integrated change control process to manage changes during the life of a project.

- 1) A change request must be in writing to document the potential change. The write-up for the proposed change must be submitted to CONTRACTOR and STATE's project managers who will in turn provide it to relevant Parties for assessment.
- 2) All change requests will be logged and tracked. STATE's project manager will record the request in the project repository and will update the repository throughout the process.
- 3) The change will be reviewed and, if acceptable to STATE, CONTRACTOR will submit to STATE an estimate of the impact to cost, schedule, scope, and quality.
- 4) CONTRACTOR will continue performing the services in accordance with the original Contract unless otherwise agreed upon by STATE's project manager. Work shall not commence on any new activities related to the change request until all Parties agree in writing.
- 5) CONTRACTOR's project manager and STATE's project manager will adapt the Project Management Plan to incorporate approved changes.
- 6) Each change request duly authorized in writing by the Parties shall be incorporated into and considered part of this Contract.
- 7) During the course of this Contract, if CONTRACTOR determines or could reasonably determine any STATE actions or directions constitute a requirement to perform additional work, CONTRACTOR shall notify STATE within thirty (30) calendar days that STATE has requested CONTRACTOR to perform additional work in the form of a change request utilizing the process above. CONTRACTOR understands that it waives the right to request additional time and reimbursable costs if CONTRACTOR fails to notify STATE within thirty (30) calendar days of determining or reasonably being able to determine that any STATE actions or directions constitute a requirement to perform additional work under this Contract.

b. Deliverable Acceptance

- 1) Upon completion of a deliverable, CONTRACTOR will furnish STATE with the deliverable and associated documentation, the expected performance, and agreed upon Acceptance Criteria.
- 2) After receipt of items in Paragraph 10(b)(1), STATE will have five (5) working days or a different period of time as is agreed to by the Parties, in which to accept or reject each item in writing. STATE will accept by signature. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise any issues for the deliverables to be acceptable to STATE within the following five (5) working days. If STATE rejects it a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above, escalating the issue to the Executive Steering Committee or Agency Head, or terminating this Contract upon written notice to CONTRACTOR.

c. Final Acceptance

- 1) The successful completion of all deliverables as stated in the Scope of Work in accordance with the deliverable acceptance process AND
- 2) The final delivered product fully implemented in STATE's live production environment AND
- 3) STATE has sixty (60) calendar days thereafter in which to accept or reject it in writing. If STATE rejects it, STATE shall specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to make the product conform to the requirements of this Contract as soon as possible and at no additional cost to STATE. CONTRACTOR shall continue to use its best efforts to make the product conform to the requirements of this Contract until STATE accepts the product or terminates this Contract upon written notice to CONTRACTOR.

11. DATA SECURITY

Supplements Master Agreement, Item 30 Confidentiality; Non-Disclosure

When STATE and contingent workforce agree that remote access to systems is required, STATE shall provide the necessary supervised remote access security to enable contingent workforce access to the appropriate STATE systems.

12. DATA PROCESSING AND LOCATION:

CONTRACTOR shall transmit, process, and store STATE Data within the continental United States.

13. DATA USE

Supplements Master Agreement

STATE's Confidential Information, of any kind, shall not be distributed or sold to any third party or used by CONTRACTOR, its Affiliates and Subcontractors, or their respective employees and agents in any manner, except as authorized by this Participating Addendum or staff augmentation request under which such Confidential Information is disclosed or approved in writing by the authorized representative of the Disclosing Party. CONTRACTOR shall provide and maintain a secure environment that ensures the confidentiality of all STATE Confidential Information wherever located.

14. DATA RETENTION

Supplements Master Agreement

STATE Confidential Information shall not be retained in any files or otherwise by CONTRACTOR, its Affiliates and Subcontractors, or their respective employees and agents, except as permitted in this Participating Addendum or staff augmentation request under which such Confidential

Information was disclosed or approved in writing by an authorized representative of the Disclosing Party.

15. CRIMINAL JUSTICE INFORMATION

Supplements Master Agreement

- a. CONTRACTOR shall comply with the FBI CJIS Security Policy and the FBI CJIS Security Addendum. This policy and addendum may be found on the FBI website at <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>
- b. For all personnel who have unescorted access to a location where STATE systems are accessed or criminal background checks are performed by STATE:
 - 1) Personnel Screening – Prior to access, CONTRACTOR shall provide to STATE fingerprints of personnel and a consent form provided by STATE and signed by said personnel for a fingerprint-based background check to be performed by STATE.
 - 2) Security Awareness Training – Within six (6) months of obtaining access and every two (2) years thereafter, CONTRACTOR shall ensure personnel receive security awareness training provided by STATE that is appropriate for the level of access, as defined in the CJIS Security Policy. CONTRACTOR shall maintain and annually submit a list of all personnel with access and the date the required training was completed. At any time, CONTRACTOR shall provide that list to STATE within seven (7) days of request by STATE.
- c. CJIS Security Addenda – In addition to the personnel screening and security awareness training, personnel with access to perform contracted services on state systems or information: CONTRACTOR shall provide personnel with a copy of the FBI CJIS Security Policy and the FBI CJIS Security Addendum. CONTRACTOR shall require personnel to sign the FBI CJIS Security Addendum Certification and provide the signed certification to STATE.
- d. Security Incident Notification – CONTRACTOR shall report all security incidents to the STATE within twenty-four (24) hours of confirmation of a security incident, in accordance with the CJIS Security Policy. The report shall substantially conform to the Security Incident Response Form in Appendix F in the CJIS Security Policy.
- e. Upon request by STATE, CONTRACTOR shall replace any CONTRACTOR personnel that STATE determines, in its sole discretion, to be unable to perform the responsibilities of the Contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities.

16. CONFIDENTIALITY

Supplements Master Agreement, Item 1d

CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. ch. 44-04](#). The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the Term of this Contract.

17. INDEPENDENT ENTITY

Supplements Master Agreement

CONTRACTOR is an independent entity under this Contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the

North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Contract, except to the extent specified in this Contract.

18. UNANTICIPATED AMENDMENTS

Supplements Master Agreement

If additional work is required within the scope of this Contract due to a legitimate unforeseen circumstance, STATE shall provide CONTRACTOR a written description of the additional work and request CONTRACTOR to submit a proposal for accomplishing the scope of work. CONTRACTOR will not commence additional work until all Parties agree in writing.

19. APPLICABLE LAW AND VENUE

Supplements Master Agreement, Item 40 (a&b) Forum and Choice of Law

This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

Master Agreement, Item 40c does not apply under this Contract.

20. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

Supplements Master Agreement

By entering this Contract, STATE does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce the rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

21. ATTORNEY FEES AND COSTS

Supplements Master Agreement

In the event a lawsuit is instituted by STATE to obtain performance under this Contract, and STATE is the prevailing Party, CONTRACTOR shall, except when prohibited by [N.D.C.C. § 28-26-04](#), pay STATE's reasonable attorney fees and costs in connection with the lawsuit.