

**NASPO ValuePoint
PARTICIPATING ADDENDUM**



**IT VENDOR MANAGED SERVICES
Lead by the State of Connecticut**

Master Agreement #: **14PSX0338AB**

Contractor: **COMPUTER AID, INC.**

Participating Entity: **STATE OF IDAHO**

Idaho PADD Number: **PADD20221028**

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

- Information Technology contingent workforce and services related to vendor management of such as listed in Contractor proposal

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

- Non-IT related services (i.e. doctor, nurse, clerk, architect)
- Software and/or Hardware

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This addendum covers Information Technology Vendor Managed Services Contract led by the State of Connecticut for use by state agencies and other entities located in the Participating State 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 may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Linda Leiby
Address:	1390 Ridgeview Dr, Allentown, PA 18104
Telephone:	(570) 337-8698
Fax:	
Email:	linda.leiby@cai.io

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Participating Entity

Name:	Jason Urquhart
Address:	650 W. State St., Room 100, Boise, ID 83702
Telephone:	(208) 332-1608
Fax:	
Email:	jason.urquhart@adm.idaho.gov

4. 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.

4.1 Reporting and Administrative Fee.

- a. **Idaho Administrative Fee.** A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under this PADD by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing an amount equal to 1.25% of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the state of Connecticut Master Agreement (Master Agreement # 14PSX0338AB). Administrative Fee Payment checks must be made out and mailed to:

State of Idaho Division of Purchasing
P.O. Box 83720
Boise, ID 83720-0075

- b. **Reporting Timeline.** Administrative Fee payments and reports to DOP are due no later than thirty (30) calendar days after the end of each calendar quarter as detailed below:

1st Quarter: July 1 – September 30

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2nd Quarter: October 1 – December 31

3rd Quarter: January 1 – March 31

4th Quarter: April 1 – June 30

- c. **Required Reports.** Two (2) quarterly reports must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The required reports are: 1) PADD Summary Usage Report; and 2) Detailed Usage Report. The PADD Summary Usage Report can be found on the “Information for Vendors” page of DOP’s website: <https://purchasing.idaho.gov/information-for-vendors/>. The Detailed Usage Report template is attached to this PADD as **Attachment 1**. The reports must be emailed to: purchasing@adm.idaho.gov.
- d. **Future Submission.** If, during the term of this agreement, the state implements a method of collecting usage reports or Administrative Fees electronically through its statewide ERP system or other electronic system, Contractor agrees to submit its reports or Administrative Fee payments using that system.

4.2 Governing Law. This PADD and all orders placed thereunder by Purchasing Entities shall be construed in accordance with and governed by the laws of the state of Idaho, and the parties consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PADD.

4.3 Assignment, Merger, Consolidation or Change of Contractor.

- a. **Application of Idaho Statutes.** Assignments, mergers, consolidations, and changes of the Contractor under this Agreement are subject to the provisions of Idaho Code section 67-1027 and 67-9230.
- b. **Consent to Assign.** Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Agreement, or delegate any of its performance obligations, without the express written consent of the DOP Administrator and the Idaho Board of Examiners.
- c. **Consent to Change of Contractor.** Any entity into which Contractor may be merged or with which it may be consolidated, any entity resulting from any merger or consolidation to which Contractor is a party, or any entity succeeding to the business of Contractor without first obtaining the prior written approval of the Administrator of the DOP and the Idaho State Board of Examiners.
- d. **Effect of Non-Compliance.** At the option of the DOP Administrator, transfer without approval required by this section shall cause the annulment of the Contract. All rights of action for any breach of this Contract are reserved to the State notwithstanding such annulment. As provided in Idaho Code section 67-1027, the State shall not be obligated to pay the assignee until the assignment is recognized by the Idaho Board of Examiners and no damages shall accrue to Contractor or the assignee arising from

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the State's assignment and payment processes pursuant to Idaho Code sections 67-1027 and 67-9230.

4.4 Amendments. Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated into this PADD unless the Participating Entity elects not to incorporate an amendment by providing written notification to Contractor within ten (10) business days of the date the Participating Entity receives notice of the amendment to the Master Agreement. Failure of the Participating Entity to provide notice in accordance with this section 5.4 will result in the Master Agreement amendment automatically being incorporated in this PADD. In the event the Participating Entity does not elect to incorporate an amendment into this PADD, the Contractor may terminate this PADD upon thirty (30) calendar days' written notice to the Participating Entity.

4.5 Insurance.

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of the Master Agreement, maintain in full force and effect, the insurance required in Master Agreement # 14PSX0338AB and the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in the Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
 - 1) Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);
 - 2) Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$500,000 disease, each employee.
- c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference the Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating

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States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this section. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this section.

- e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of the Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in the Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under the Master Agreement, any Participating Addendum, or any Purchase Order.

4.6 Termination for Convenience. The Participating Entity may terminate this PADD for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination.

4.7 Termination for Default.

- a. The Participating Entity may terminate the PADD when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. The Participating Entity, upon termination for default or non-compliance,

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reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payments due.

- b. A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

4.8 Public Records, Trade Secrets, and Non-Public Information.

- a. The Idaho Public Records Law, Idaho Code Title 74, Chapter 1 (“the Act”), allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public’s business prepared, owned, used, or retained by a State Agency or a local agency (political subdivision of the state of Idaho) regardless of the physical form or character. All, or most, of the documents related to this Agreement will be public records subject to disclosure under the Act.
- b. The Act contains certain exemptions to the open inspection and copying of public records, including an exemption for trade secrets. The Act defines trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.” The Act also defines other records that may be exempt from public disclosure.
- c. If Contractor considers any material that it provides related to this Agreement to be a trade secret, or otherwise protected from disclosure, Contractor must so indicate by marking as “exempt” **each page** containing such information. Marking an entire document as exempt is not acceptable or in accordance with the Act and will not be honored. A legend or statement on one (1) page that all or substantially all of the document is exempt from disclosure is not acceptable or in accordance with the Act and will not be honored. Prices provided in relation to this Agreement are not trade secrets. The State, to the extent allowed by law, will honor a designation of nondisclosure. Any questions regarding the applicability of the Act should be addressed to Contractor’s own legal counsel prior to submission of the potentially exempt document. The Division of Purchasing will not provide interpretations of the Act.
- d. When submitting documents identified by Contractor as exempt, Contractor must:
 - i. Identify with particularity the precise text, illustration, or other information contained within each page marked “exempt” (it is not sufficient to simply mark the entire page). The specific information you deem “exempt” within each noted page must be highlighted, italicized, identified by asterisks, contained within a text

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border, or otherwise be clearly distinguished from other text or other information and be specifically identified as “exempt.”

- ii. Provide a separate document entitled “List of Redacted Exempt Information,” which provides a succinct list of all exempt material noted in your submitted documents. The list must identify the page/section/paragraph number where the exempt information appears, the title of the section/paragraph where the exempt information appears, the specific portions of text or other information that is claimed to be exempt; or must identify the exempt information in a manner otherwise sufficient to allow the State to determine the precise material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure.
- iii. Submit a redacted copy of the document with all trade secret and exempt information removed or blacked out. The redacted copy must be submitted electronically, with the word “redacted” in the file name, whether the Proposal is submitted manually or electronically.
- e. Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring a designation of exempt or for the Vendor’s failure to designate individual documents as exempt. The Vendor’s failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Vendor, the Vendor shall provide the legal defense for such claim.

4.9 Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

4.10 Subcontractors: All contactors, dealers, and resellers authorized in the State of Idaho, 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.

4.11 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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4.12 Survivability of a Temporary Augmented Staffing Resource Engagement: A temporary IT service resource acquired for purpose of augmenting an Agency's IT staff for delivering standard Agency IT services. May be an employee of the Contactor (including H-1B employees), or a subcontractor to the Contractor, including individuals receiving a 1099 from the Contractor.

The Participating State reserves the right upon the expiration of Master Agreement # 14PSX0338AB, for particular engagements for temporary augmented staffing resources to survive the expiration under existing terms, conditions, AND PRICING, and upon written notice to the Contractor. Surviving engagements for temporary augmented staffing resources may survive for up to one hundred eighty (180) calendar days to be utilized solely by the Participating State to prevent lapses in service(s) for which an engagement is effective. The open engagement shall be amended to add an expiration date of no later than one hundred eighty (180) calendar days after the expiration date of Master Agreement # 14PSX0338AB. Surviving engagements for temporary augmented staffing resources shall automatically expire one hundred eighty (180) calendar days after the expiration date of Master Agreement # 14PSX0338AB. The Contractor shall work with the ordering agency to ensure a smooth transition of services from the temporary augmented staffing resource to the Agency.

4.13 Survivability of a Temporary IT Project Staffing Resource Engagement: A temporary IT service resource acquired for augmenting an agency's IT staff or staff assigned to a specific IT project or solution having a defined project schedule which includes tasks for beginning, developing, implementing, testing, acceptance, and "Go Live." It does not include temporary IT service resources for system maintenance and operation. May be an employee of the Contactor (including H-1B employees), or a subcontractor to the Contractor, including individuals receiving a 1099 from the Contractor.

The Participating State reserves the right upon the expiration of Master Agreement # 14PSX0338AB, for particular engagements for temporary IT project staffing resources to survive the contract expiration under existing terms and conditions upon written notice to the Contractor.

Surviving engagements for temporary IT project staffing resources may survive for up to five hundred forty (540) calendar days, or until the IT project is fully implemented, tested, accepted, and provided ninety (90) calendar days of production service. The intent of the survivability is solely to ensure the completion of existing IT projects and may not be used to begin new IT projects. The open engagement shall be amended to add an expiration date of no later than five hundred forty (540) calendar days after the expiration of Master Agreement # 14PSX0338AB. Surviving engagements for temporary IT project staffing resources shall automatically expire five hundred forty (540) calendar days after the expiration date of Master Agreement # 14PSX0338AB. The Contractor shall work with the ordering agency to ensure a smooth transition of services from the temporary IT project staffing resources to the agency.

4.14 Contractor Non-Compete Agreements: The Contractor warrants that all personnel offered or assigned under an engagement shall not be constrained, limited, or restricted from

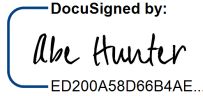
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providing services to the Participating State in any way whatsoever by way of non-compete clauses or other restricting agreements.

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

Participating Entity: State of Idaho	Contractor: Computer Aid, Inc.
Signature:	Signature: 
Name: Jason R. Urquhart	Name: Abe Hunter
Title: Purchasing Officer	Title: Executive Vice President
Date:	Date: 30 December 2021

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	
Email:	tfosket@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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