

**STATE OF UTAH**  
**SUPPLIER AGREEMENT ADDENDUM for**  
**STATEMENT OF WORK CONTRACTS**

THIS ADDENDUM (“Pricing Addendum” or “Addendum”) is made by and between COMPUTER AID, INC., with Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 (“Contractor”) and \_\_\_\_\_, with offices at \_\_\_\_\_ (“Supplier”).

Each of Supplier and Contractor may be referred to herein individually as a “Party” and both Supplier and Contractor may be referred to herein jointly as the “Parties.”

*WHEREAS, the Parties have entered into a Supplier Agreement effective \_\_\_\_\_ under which terms and conditions Supplier will provide certain services on an as-needed basis relating to Contractor’s contractual obligations to certain state and local units of government; and*

*WHEREAS the Supplier has represented and agreed it has the ability and capacity to deliver fixed-price professional services within the State of Utah; and*

*WHEREAS, the Contractor has entered into a contract with the State of Utah (the “Customer”) to provide fixed-price deliverable-based and rate-based staff augmentation services through Contract No.AR5077 (hereinafter “Lead Contract”) (contracts can be viewed at <https://www.cai.io/services/contingent-workforce-solutions/utah> ); and*

*NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree to append this Addendum to the Supplier Agreement, and hereby incorporate the Lead Contract into this Addendum as though fully set out herein. The parties further agree as follows:*

### **1. ORDER OF PRECEDENCE**

In the event of a conflict among the terms (excepting any provisions relating to the term or governing law of this Pricing Addendum, or among the documents governing the performance of services under the Supplier Agreement, the following order of precedence shall apply to all matters and disputes relating to this Addendum, in descending order of priority:

- i. **The Lead Contract** (Utah State Contract No. AR5077), including all exhibits and amendments thereto
- ii. **The Supplier Agreement**, including all exhibits, attachments, addenda, and incorporated statements of work;
- iii. **Any mutually executed Statement of Work (SOW)**, or Purchase Order issued under this Agreement;
- iv. **Contractor’s proposal(s)** or response(s) to the Contract solicitation, to the extent incorporated by reference;
- v. **Any other documents expressly incorporated by reference into the Agreement or its attachments.**

In the event of a conflict within a single document, specific terms and conditions shall take precedence over general terms and conditions.

### **2. FIXED-PRICE SERVICES**

On the terms and conditions set forth herein, Contractor hereby engages Supplier to perform services on a milestone and fixed-price deliverable basis for the Project in which the Contractor is engaged with the Customer, during the term hereof, and Supplier hereby accepts such engagement. Supplier agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the relevant industry, in the performance of the services referenced hereunder. Upon selection by Contractor, in its sole discretion, for any one or more Statements of Work (SOW), Contractor shall provide Supplier with the required information for each requisition in accordance with the procedures set forth in Exhibit A – Fixed-Price Services Requisitioning Process, summarized below.

Milestone and Fixed-Price Deliverable Based Statement of Work **Project Services** – Requisitions will include the following information:

- i. description of the scope of services to be provided;
- ii. description of the team performing the work;
- iii. description of the Solution which meets the requirements set forth by the Customer;

- iv. description of each deliverable and acceptance criteria for each deliverable; delivery schedule and the fixed price deliverable payment amounts.

### **3. INSURANCE REQUIREMENTS**

Supplier shall purchase and maintain the insurance coverages set out in Exhibit B of this Addendum.

### **4. COMPENSATION: FIXED PRICE STATEMENT OF WORK (SOW) SERVICES:**

Contractor agrees to pay Supplier the fixed price deliverable rates set forth in the selected SOW less the MSP fee for all deliverables approved by the Customer within the VMS. The MSP fee shall be specified within each SOW. The price of the deliverables in the Supplier's SOW must include this fee. Supplier must submit invoices for milestones or deliverables within the VMS for Customer approval once completed. The milestone or deliverable will not be considered valid until the invoice has been approved by the Customer within the VMS.

Fixed Price Statement of Work (SOW) Services: Payment terms are Pay When Paid (PWP); payments to Supplier are made following payments received from Customer with adequate remittance detail to apply payment at the invoice level. Once a payment is received from the Customer, Contractor will pay Supplier in accordance with the requirements of the Participating Agreement. The Contractor will use commercially reasonable methods to enforce payment from the Customer.

All services provided by the Supplier under this Agreement must be performed in a manner to reasonably satisfy the requirements set forth in the SOW, as determined at the discretion of the Customer representative and in accordance with acceptance criteria set out in the SOW. Supplier shall comply with all federal, state, local laws, ordinances, rules, and regulations applicable to Supplier in its performance of the services hereunder. Customer shall not be required to pay for work found to not satisfy the requirements set forth in the SOW.

Upon written notification by Contractor or Customer, Supplier agrees to negotiate in good faith to adjust costs or Deliverables in response to Customer mandates. If Customer mandates a change and Supplier fails to agree to the required change, it may result in termination of the SOW.

### **5. INDEMNIFICATION**

Indemnification terms in the Lead Contract and Participating Addendum shall control any disputes arising from or relating to this Addendum.

### **6. OWNERSHIP OF DATA**

See the Lead Contract and Participating Addendum for controlling provisions regarding ownership of data and protection of proprietary materials.

### **7. TERMINATION**

This Addendum shall terminate upon the expiration or earlier termination of the Supplier Agreement. Termination of the Participating Addendum or Lead Contract shall result in the automatic termination of this Addendum ("co-termination") effective as of the termination date specified by the Customer. Termination pursuant to this provision shall not be deemed a breach.

The Contractor may also terminate this Agreement or any associated Statement of Work ("SOW") for convenience upon written notice to the Supplier, including at the request or direction of the Customer.

#### **7.1 Termination for Cause**

In the event of a material breach by either party, the non-breaching party may terminate this Addendum or any SOW, in whole or in part, by providing thirty (30) days' advance written notice. The breaching party shall have the opportunity to cure within the notice period. If the breach is not cured to the satisfaction of the non-breaching party, termination will become effective at the end of the cure period.

Supplier shall be deemed in breach if it fails to perform any material obligation under this Addendum, the Supplier Agreement, or any SOW and does not cure within the applicable notice period. In the event of a critical breach affecting security, compliance, or operational continuity, including any evidence of intentional misrepresentation or fraud, the Customer or Contractor may immediately terminate the SOW and suspend or terminate this Addendum with reduced or no notice or opportunity to cure.

## 7.2 Supplier-Initiated Termination

The Supplier may terminate an SOW upon written notice to the Contractor if performance would, in Supplier's reasonable judgment, violate applicable law or professional independence obligations. Such notice must specify the legal or regulatory conflict, and Supplier shall reasonably cooperate to mitigate disruption.

## 7.3 Effect of Termination

Termination of this Addendum shall have the effect of terminating all SOWs issued within the scope of this Addendum unless expressly excepted in writing by the parties. Upon termination of this Addendum, the Contractor and Customer shall have no further obligation to the Supplier with respect to services under the scope of this Addendum, except to pay for (i) Services rendered and accepted, and (ii) Deliverables completed and accepted prior to the effective date of termination. The parties will cooperate in good faith to determine prorated payment, if appropriate, for in-progress Deliverables not yet accepted. The Supplier shall not be entitled to payment for anticipated or lost profits.

The Supplier shall cease all performance not specifically directed to be completed in a termination notice and shall immediately return or transfer to the Contractor or Customer all work-in-progress, equipment, records, and other materials in accordance with the Return of Materials clause and applicable provisions of the Participating Addendum or Lead Contract.

Supplier may request, for individual Engagements or SOWs, that Supplier be allowed to retain copies of select materials for their own records and work papers. Supplier must submit this request and gain Customer's express approval separately for each Engagement or SOW for which it is made, and records approved for retention under one Engagement or SOW may not be presumed as approved for retention under another Engagement or SOW.

## 8. ASSIGNMENT

Neither this Addendum nor any SOW may be assigned by Supplier without the written consent of Contractor. Consent of the Customer may also be required.

## 9. AUTHORITY

If the party signing this Agreement is doing so as representative of either party, that person guarantees and represents that they have the express authority to bind their respective party and that entering into this Agreement does not violate the provisions of any other contract into which the Supplier has entered.

## 10. TELEWORK POLICY

Any allowance for Teleworking must follow the Customer policy. Failure to follow the Customer policy may result in disciplinary action or termination of the engagement.

[SIGNATURE PAGE FOLLOWING]



IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed on the day and year first above written.

**CONTRACTOR**

**Computer Aid, Inc.**

Representative's Signature:

Representative's Name:

Title:

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPPLIER**

Representative's Signature:

Representative's Name:

Title:

Email Address:

EIN:

Date

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## EXHIBIT A: Fixed-Price Services Requisitioning Process

The following narrative describes the fixed-price services requisition process for the contract, overseen by Computer Aid, Inc. (CAI).

**Step 1:** The Authorized User will create a Statement of Requirements (SOR) document which details the fixed price deliverable project requirements. The Authorized user will submit a Service Requisition within the VMS which will include the SOR as an attachment. Once the requirement is complete and approved, the CAI Contract Manager releases the requirement to the Subcontractor network via the VMS.

**Step 2:** Subcontractor reviews the Service requisition and attached SOR. If the Subcontractor can provide services to complete the project as defined in the SOR, they will submit their information and SOW through the VMS.

**Step 3:** The CAI Contract Manager monitors the online tool and receives all submitted SOWs from the Subcontractor network.

**Step 4:** The CAI Contract Manager reviews the SOWs for completeness. The CAI Contract Manager then forwards all complete SOWs to the Authorized User for review. Please note: This must happen within the required time frame identified in the VMS.

**Step 5:** The Agency Authorized User reviews the forwarded SOWs and negotiates pricing and deliverables directly with the subcontractor.

**Step 6:** The Agency Authorized User selects the SOW and provides the CAI Contract Manager with complete engagement details, including project start dates.

**Step 7:** The CAI Contract Manager receives the engagement information and reviews for accuracy. The CAI Contract Manager then notifies the Subcontractor Network that an SOW has been selected, and notifies the appropriate Subcontractor that their SOW was selected.

**Step 8:** The subcontractor begins the project.

**Step 9:** The subcontractor submits fixed price deliverables and corresponding invoice in the VMS as completed.

## EXHIBIT B: Insurance Requirements

Supplier shall purchase and maintain the following minimum insurance coverages for all work under the attached Pricing Addendum:

Type of Insurance	Limit	Endorsement*
<b>Commercial General Liability</b>	\$1,000,000 per occurrence \$3,000,000 aggregate	
<b>Worker's Compensation</b>	Per statute	
<b>Commercial Auto Liability</b> <i>(if vehicles will be utilized)</i>	\$1,000,000 combined single limit	
<b>Technology Errors and Omissions OR Professional Liability and Cyber Liability</b>	\$5,000,000 per occurrence	

\*See paragraphs below for full requirements.

- i. Commercial General Liability Insurance written on an occurrence form including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury, and contractual liability pursuant to policy terms and conditions with limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Workers' Compensation covering all Supplier employees in accordance with applicable Statutory, federal or other legal requirements
- ii. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- iii. Commercial Automobile Liability, when vehicles are used in the performance of this contract, covering bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired, and non-owned vehicles with a limit of not less than \$1,000,000 per accident.
- iv. Technology Errors and Omissions Liability or a combination of both Professional Liability and Cyber Liability coverages as applicable with limits of not less than \$5,000,000 per occurrence. The policy must cover data breach and privacy/cyber liability including technology errors and omissions and professional liability. If coverage is written on a claims-made basis, coverage with respect to any and all work performed in connection with this Agreement shall be maintained for a period of at least five (5) years after the expiration or termination of this Agreement subject to continued commercial availability of reasonable terms and conditions.