

STATE OF NEW JERSEY
PARTICIPATING ADDENDUM
Under
State of Connecticut
Contract for Information Technology Vendor Managed Service Providers

[State of Connecticut Contract Number 14PSX0338AB]
State of New Jersey Contract #

This Participating Addendum is made as of the effective date of the State of Connecticut Contract #14PSX0338AB or the last date of signature below, whichever is later (the "Effective Date"), by and between, Computer Aid, Inc., whose address is 1390 Ridgeview Drive, Allentown, Pennsylvania 18104 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director (the "Director") of the Division of Purchase and Property, Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services"; and

WHEREAS, the State of Connecticut and Contractor have entered into a Contract for Information Technology Managed Service Providers, Contract #14PSX0338AB (the "Contract"), which may be found at the following URL: http://www.biznet.ct.gov/SCP_Search/BidDetail.aspx?CID=40811; and

WHEREAS, the State of New Jersey participated in the publicly advertised, competitive bidding process with the State of Connecticut and three other states and evaluated the proposals; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the Contract for Information Technology Vendor Managed Service Providers Contract #14PSX0338AB is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

1. The term of this Participating Addendum shall be three (3) years from effective date or when this Participating Addendum is terminated in accordance with the Contract. The State reserves the right, in its sole discretion, to extend this Participating Addendum upon an extension of the Contract under the same terms and conditions of the Contract and this Participating Addendum.

2. The entire agreement between the Contractor and the State of New Jersey is as follows in the order presented (with precedence from highest to lowest):

- a. This Participating Addendum;
- b. The State of New Jersey Standard Terms and Conditions, rev. 10/21/2011, as amended by the Addendum to the State of New Jersey Standard Terms and Conditions dated August 5, 2016, referenced in RFP #14PSX0338 Attachment 9 (NJ) and attached hereto as Exhibit A;
- c. The State of Connecticut's Request For Proposal #14PSX0338, as amended by Question and Answer;
- d. The Contractor's response thereto, excluding any language stricken by the State of Connecticut; and
- e. The Contract.

2.0 Scope of Services:

1. The Contractor shall provide to the State and its Authorized Purchasers, the services and products set forth in Request for Proposal #14PSX0338.
2. The Contractor shall deliver a copy of required Quarterly Reports (May 15th, August 15th, November 15th, and February 15th) in a format to be approved by the State Contract Manager. At a minimum, Quarterly Reports shall contain performance metrics, performance targets, and all associated data for all Participating Entities.

3.0 Authorized Purchasers:

"Authorized Purchasers" under this Participating Addendum shall mean the State and the following:

1. State agencies.
2. Quasi-State Agencies - A "Quasi-State Agency" is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.
3. Political Subdivisions, Volunteer Fire Departments And First Aid Squads, And Independent Institutions Of Higher Education - Counties, municipalities and school districts as defined in N.J.S.A. 52:25-16.1., volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.2, independent institutions of higher education as defined in N.J.S.A. 52:25-16.5, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.
4. State Colleges - in accordance with N.J.S.A. 18A:64-60.
5. County Colleges - in accordance with N.J.S.A. 18A:64A- 25.9.

All participants other than the State and State agencies are responsible for the full cost of their purchases.

4.0 The State of New Jersey Mandatory Certification Requirements:

The following are New Jersey procurement related submissions that Contractor must complete and provide to the State prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

1. New Jersey Business Registration (N.J.S.A. 52:32-44);
2. Ownership Disclosure (N.J.S.A. 52:25-24.2);
3. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55 et seq.)
4. MacBride Principles (N.J.S.A. 52:34-12.2);
5. Notice of Set-Off for State Tax (N.J.S.A. 54:49-19);
6. Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et. seq.);
7. Disclosure of Investigations and Actions Involving Bidder
8. Vendor Certification (P.L. 2005, c.271);
9. Source Disclosure Certification (N.J.S.A. 52:34-13.2);
10. Proof of insurance as specified in the State of New Jersey Standard Terms and Conditions and Addendum thereto;
11. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.)
 - a. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter.

5.0 Additions to the State of New Jersey Standard Terms and Conditions

1. Confidentiality

a. The State's obligation to maintain the confidentiality of Contractor Confidential Information (as defined below) provided to the State under the Agreement is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.

b. Contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the Contractor acknowledges the terms and pricing of the contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.

c. In the event that the State receives a request for Contractor Confidential Information related to the Agreement pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. Contractor shall take any action it deems appropriate to protect its documents and/or information.

d. In addition, in the event Contractor receives a request for Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable

and Contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the Contractor of its obligation to take action to protect such information if the Contractor is aware of a legal reason to do so.

e. Notwithstanding the requirements of nondisclosure described in this Section either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in subsection (c) above, or if Contractor is unsuccessful in defending its rights as described in subsection (c) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (d) above, or if the State is unsuccessful in defending its rights as described in subsection (d).

g. Except as permitted above and for confidentiality obligations related to information about a party's intellectual property, which shall never expire, neither party will use or disclose the other's Confidential Information for seven (7) years after the termination of the Agreement or such longer time period as required by applicable law.

6.0 Primary Contacts:

The Division of Purchase and Property contact for this Participating Addendum is as follows:

Name: Julie McGowan
Title: Procurement Specialist
Participating Entity Name: Division of Purchase and Property,
Department of the Treasury
State of New Jersey
Address: 33 West State Street, 8th Floor
PO Box 230
Trenton, New Jersey 08625-0230
Telephone: (609) 292-6839
Fax: (609) 292-5170
E-mail: julie.mcgowan@treas.nj.gov

The Office of Information Technology State Contract Manager contact for this Participating Addendum is as follows:

Name: Lynne Gash
Title: State Contract Manager
Participating Entity Name: Office of Information Technology,
State of New Jersey
Address: 300 Riverview Plaza
Trenton, New Jersey 08625
Telephone: (609) 777-4121
E-mail: lynne.gash@oit.nj.gov

The primary Contractor contact for this Participating Addendum is as follows:

Name: Ellen Sigl
 Title: VP, Contingent Workforce Solutions
 Contractor: Computer Aid, inc.
 Address: 3801 Paxton St., Harrisburg PA 17111

Telephone: 717-651-3000
 Fax: 717-651-3182
 E-mail: ellen_sigl@compaid.com

The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Participating Addendum to be effective as of the Effective Date.



<p>State of New Jersey, Department of the Treasury, Division of Purchase and Property</p> <p>By: <u><i>Maurice A. Griffin</i></u> Name: Maurice A. Griffin Title: Acting Director, Division Date: <u>3/27/18</u></p>	<p>CONTRACTOR</p> <p>By: <u><i>James P. Cooney</i></u> Name: <u>JAMES P. COONEY</u> Title: <u>Exec VP</u> Date: <u>3/5/2018</u></p>
<p>Approved as to Form: Gurbir S. Grewal Attorney General of the State of New Jersey</p> <p>By: <u><i>Diana Reynolds</i></u> Name: <u>Diana Reynolds</u> Title: Deputy Attorney General Date: <u>3/5/18</u></p>	

