



PROCUREMENT OF ACQUISITION
SUPPORT SERVICES (PASS)
Led by the State of **Hawaii**

Master Agreement #: 19-19-05

Contractor: CIVIC INITIATIVES, LLC

Participating Entity: STATE OF NORTH DAKOTA

The following services are included in this contract portfolio:

- *All services listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the *Procurement of Acquisition Support Services (PASS)* led by the State of *Hawaii* for use by state agencies and other entities located in the Participating State [*or State Entity*] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This Participating Addendum is a cooperative purchasing Participating Addendum established pursuant to N.D.C.C. § [54-44.4-13](#). This Participating Addendum is made available to state entities, 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 [ch. 39-04.2](#), and the International Peace Garden.

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:	Dustin Lanier
Address:	823 Congress Avenue, #1433
Telephone:	512-523-4834
Fax:	512-351-4644
Email:	dlanier@civicinitiatives.com



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Participating Entity

Name:	Tricia Opp
Address:	600 East Boulevard Ave, Dept 012
Telephone:	701-328-1721
Fax:	701-328-1615
Email:	topp@nd.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.

- a. Coterminous: The term of this Participating Addendum shall be coterminous with the State of Hawaii, Master Contract Number 19-19-05. (Supplements Master Agreement, Section I. NASPO ValuePoint Master Agreement Overview, D. Term of Master Agreement)
- b. Payments: Participating Entity shall make payment under this Participating Addendum within forty-five (45) calendar days after receipt of an approved invoice. (Replaces Master Agreement, Section V. Administration of Orders, I. Payment)
- c. Retainage: Deliverable payments may be subject to 15% retainage. Retained amounts due to Contractor shall be paid upon Final Acceptance. (Supplements Master Agreement, Section V. Administration of Orders, I. Payment)
- d. Prepayment: Participating Entity shall not make any advance payments before performance by Contractor under this Participating Addendum. (Supplements Master Agreement, Section V. Administration of Orders, I. Payment)
- e. Travel: Participating Entity may reimburse Contractor for expenses related to travel at amounts not to exceed those outlined below:
 - i. Lodging: Reimbursement shall not exceed the then-current, published GSA rate for the travel location. Copies of receipts are required for lodging reimbursement. Participating Entity shall not reimburse for



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incidental and miscellaneous expenses charged to the room, including: alcohol, telephone charges, or entertainment (e.g., movies).

- ii. Transportation: Air travel shall be reimbursed by Participating Entity 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 Participating Entity.
- iii. 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 Participating Entity's project manager.
(Replaces Master Agreement, Section V. Administration of Orders, D. Travel)

- f. Early Termination in the Public Interest: Participating Entity is entering into this Participating Addendum 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 Participating Addendum ceases to further the public policy of the State of North Dakota, Participating Entity, in its sole discretion, may terminate this Participating Addendum, in whole or in part, for any reason upon thirty (30) calendar day's written notice to Contractor. In the event of early termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services or products satisfactorily performed or provided up to the date of termination. (Supplements Master Agreement)
- g. Termination for Lack of Funding or Authority: Participating Entity, by written notice to Contractor, may terminate the whole or any part of this Participating Addendum for any reason upon thirty (30) calendar days' notice under any of the following conditions:
 - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - ii. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Participating Addendum or are no longer eligible for the funding proposed for payments authorized by this Participating Addendum.
 - iii. If any license, permit, or certificate required by law or rule, or by the terms of this Participating Addendum, is for any reason denied, revoked, suspended, or not renewed.



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Termination of this Participating Addendum under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination. All obligations of the Participating Entity to make payments after the termination date will cease. Contractor shall be entitled to payment, determined on a pro rata basis, for services or products satisfactorily performed or provided up to the date of termination. (Supplements Master Agreement)

- h. Confidentiality: Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Participating Addendum or as authorized in advance by Participating Entity. Participating Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity 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 Participating Entity and Contractor to maintain confidentiality of information under this section continues beyond the Term of this Participating Addendum. (Replaces Master Agreement, Section VII. General Provisions, C. Confidentiality, Non-Disclosure, and Injunctive Relief, item 1.)
- i. Indemnification: In addition to the indemnification obligations of Contractor found within the Master Agreement, Contractor acknowledges, any attorney appointed to represent the Participating Entity or Participating 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](#). (Supplements Master Agreement, Section VII. General Provisions, M. Indemnification, item 1.)
- j. Applicable Law and Venue: This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be brought 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*. (Supplements Master Agreement, Section VII. General Provisions, O. Governing Law and Venue, item 1.)
- k. Alternative Dispute Resolution – Jury Trial: By entering into this Participating Addendum, Participating Entity 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. Participating Entity does not waive any right to a jury trial. (Supplements Master Agreement)
- l. Attorney Fees and Costs: In the event a lawsuit is instituted by Participating Entity to obtain performance under this Participating Addendum, and



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Participating Entity is the prevailing party, Contractor shall, except when prohibited by [N.D.C.C. § 28-26-04](#), pay Participating Entity's reasonable attorney fees and costs in connection with the lawsuit. (Supplements Master Agreement)

m. Deliverable Acceptance:

- i. Participating Entity will define deliverables to be performed using a Scope of Work. Upon completion of a deliverable, Contractor will furnish Participating Entity with the deliverable and associated documentation, the expected performance, and agreed upon Acceptance Criteria.
- ii. Participating Entity will accept in writing or via email. If Participating Entity rejects it, Participating Entity 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 Participating Entity within the following five (5) working days. If Participating Entity rejects it a second time, Participating Entity will have the option of repeating the procedure as described in this acceptance statement above or terminating this Participating Addendum upon written notice to Contractor.

(Supplements Master Agreement, Section V. Administration of Orders, H. Inspection and Acceptance)

n. Final Acceptance:

- i. The successful completion of all deliverables as stated in the Scope of Work in accordance with the deliverable acceptance process AND
- ii. Participating Entity has thirty (30) calendar days thereafter in which to accept or reject all deliverables in writing or via email. If Participating Entity rejects it, Participating Entity shall specify in writing or via email its grounds for rejection and Contractor shall use its best efforts to revise any issues for Final Acceptance to be completed within an agreed upon timeframe.

(Supplements Master Agreement, Section V. Administration of Orders, H. Inspection and Acceptance)

5. Reserved



6. Subcontractors: All contactors, dealers, and resellers authorized in the State of North Dakota, 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.



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7. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a 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.

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

Participating Entity: State of North Dakota	Contractor: Civic Initiatives, LLC
Signature: 	Signature: 
Name: Tricia Opp	Name: Dustin Lanier
Title: Procurement Officer II	Title: Principal Consultant
Date: 11/12/2019	Date: 11/12/2019

[Additional signatures may be added if required by the Participating Entity]



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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@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.]