

**Participating Addendum
for
PROCUREMENT ASSISTANCE SUPPORT SERVICES (PASS)
between
the State of North Dakota
and
Guidehouse Inc.**

This Participating Addendum is entered into by the State of North Dakota (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number DPC-1428523190-SA-23-PASS_ITRAC , executed by Contractor and the State of North Carolina (“Lead State”) for Procurement Assistance Support Services (PASS) and IT Research, Advisory, and Consulting (IT RAC) services (“Master Agreement”):

Guidehouse Inc.
1676 International Drive, Suite 800
McLean, VA 22102

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Matt Davis
mrdavis@guidehouse.com
949-456-2284
<https://guidehouse.com/>

Participating Entity’s contact for this Participating Addendum is:

Sara Bilden
IT State Procurement Officer
sbilden@nd.gov
701-328-0819

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or **January 19, 2026**, whichever is later, 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 may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities 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. **Contractor may provide any services it was awarded and as described in the Master Agreement.**
- a. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Services to Participating Entity may provide Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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 ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

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 Master Agreement Number DPC-1428523190-SA-23-PASS_ITRAC-Guidehouse, Inc. 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. 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.
- VIII. INFORMATION TECHNOLOGY STANDARDS.** Contractor shall comply with applicable Participating Entity enterprise architecture technology standards. ND state agencies subject to N.D.C.C. ch. 54-59 shall ensure the ND Information Technology Department is consulted and any required approvals are obtained prior to starting any work on this Participating Addendum.
- IX. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- X. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
|-----------------------------|--|
| For Contractor: | For Participating Entity: |
| Ryan Taylor | Sara Bilden |
| Associate General Counsel | IT State Procurement Officer |
| slgcontracts@guidehouse.com | sbilden@nd.gov |
| 781-270-8399 | 701-328-0819 |
- XI. 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.

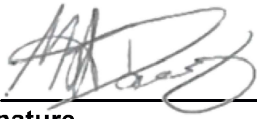
SIGNATURE

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:

PARTICIPATING ENTITY:



Signature

Matt Davis

Printed Name

Partner

Title

03/30/2026

Date



Signature

Sara Bilden

Printed Name

IT State Procurement Officer

Title

4-6-2026

Date

Attachment A:

Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

1. Taxpayer ID: Contractor's federal employer ID number is: **36-4094854**.
2. Prepayment: A Participating Entity will not make any advance payments before performance by Contractor under this Contract
3. Payment of Taxes by Participating State: Participating State and Entities are not responsible for and will not pay local, state, or federal taxes. Participating State sales tax exemption number is E2001. Participating State will furnish certificates of exemption upon request by Contractor.
4. Coterminous: The term of this Participating Addendum shall be coterminous with the State of Insert State Contract Number Insert Contract Number.
5. Cooperative Purchasing Contract: This Participating Addendum is a cooperative purchasing contract 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 chapter [39-04.2](#), and the International Peace Garden. Participation in this open-ended Participating Addendum is not mandated; therefore, the estimated volume of this Participating Addendum is not known. -
6. Termination:
 - a. Termination by mutual agreement: This Contract may be terminated by mutual consent of both parties executed in writing.
 - b. Termination without cause: Participating State may terminate this Contract upon thirty (30) days prior written notice in whole or in part when it has determined that continuing the Contract is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
 - c. Termination for lack of funding or authority: Participating State by written notice to Contractor, may terminate the whole or any part of this Contract 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.
 - d. 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 Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
7. 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: Participating State may terminate this Contract effective upon delivery of written notice to Contractor, or any later date stated in the notice.
 - i. If Contractor fails to provide services required by this Contract within the time specified or any extension agreed to by Participating State; orlf 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, and
 - ii. Contractor is provided a reasonable opportunity to rectify any such failure within a reasonable amount of time.The rights and remedies of Participating 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.

7. 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 open records law, North Dakota Century Code (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. The terms of this Section 7 Confidential shall not apply to any information (a) previously known by the recipient, (b) independently developed by the recipient, without use of any information received identified as confidential or exempt, (c) acquired by the recipient from a third party that is not, to recipient's knowledge after due inquiry, under any legal obligation not to disclose such information or (d) that is, or becomes, public through no breach by the recipient of this Contract.
8. Compliance with Public Records Laws: Under the North Dakota public records law and subject to the Confidentiality clause of this Participating Addendum, certain records may be open to the public upon request.

Public records may include: (a) records Participating Entity receives from Contractor under this Participating Addendum, (b) records obtained by either Party under this Participating Addendum, and (c) records generated by either Party under this Participating Addendum.

Contractor agrees to contact Participating Entity immediately upon receiving a request for information under the public records law and to comply with Participating Entity's instructions on how to respond to such request.

9. Injunctive Relief: In addition to Contractor's Injunctive Relief obligations in the Master Agreement, Contractor shall promptly report to Participating State any and all unauthorized disclosures or uses of Participating State's Confidential Information or Proprietary Information of which Contractor or its staff is aware or has knowledge. Contractor acknowledges that any unauthorized publication or disclosure of Participating State's Confidential Information or Proprietary Information to others may cause immediate and irreparable harm to Participating State. If Contractor should publish or disclose such Confidential Information or Proprietary Information without authorization, Participating State shall immediately be entitled to seek injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify Participating State from all third party damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) directly caused by from Contractor's unauthorized notification or disclosure of Participating State's Confidential Information or Proprietary Information. As a condition to these indemnity obligations, Participating State will provide CONTRACTOR with prompt notice of any claim of which Participating State is aware and for which indemnification shall be sought under this Contract and shall cooperate in all reasonable respects with Contractor in connection with any such claim.
10. Right of Setoff Damages: Intentionally omitted.
11. Right to Withhold Amounts: Otherwise Due if the Contractor is in Breach: If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations under this Contract, Participating State shall have the right to withhold any and all payments due under this Contract. Participating State may withhold any and all such payments due under this Contract to Contractor without penalty or work stoppage by Contractor, until such failure to perform is cured.
12. Rights to Remedies and Cumulation of Rights: No remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be

cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

13. Governing 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 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*.
14. Indemnification; Limitation of Liability: In addition to any indemnity obligations found within the Master Agreement, Contractor agrees that any attorney appointed to represent the Participating Entity 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.

Notwithstanding the terms of any other provision, the total liability of Contractor and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Contract, whether in contract, tort or otherwise, shall be limited to the total fees paid to Contractor under the applicable order. Neither Contractor nor Participating Entity shall in any event be liable for any indirect, consequential or punitive damages, even if Participating Entity or Contractor have been advised of the possibility of such damages.

15. Insurance:

- a. CONTRACTOR shall provide certificate of insurance and any endorsements to STATE electronically via to:

Name: Sara Bilden

Email Address: sbilden@nd.gov

Email Subject Line: Certificate of Insurance - ND State Contract #917 Guidehouse

- b. 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 and in the aggregate.
 - 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 and aggregate.
 - 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.
 - 5) Professional errors and omissions with minimum limits of \$1,000,000 per claim and in the aggregate, CONTRACTOR shall continuously maintain such coverage during the Contract period and for three years thereafter. In the event of a change or cancellation of coverage, CONTRACTOR shall purchase an extended reporting period to meet the time periods required in this section.
- c. The insurance coverages listed above must meet the following additional requirements:
 - 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best

Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

- 3) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
 - 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the CONTRACTOR.
 - 5) Except for Worker's compensation coverage, employer's liability "stop gap" coverage and Professional errors and omissions coverage, a Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.
 - 6) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative electronically prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
 - 7) Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.
 - 8) Subject to the terms of such CONTRACTOR'S insurance policies, CONTRACTOR shall provide at least 30-day notice of any cancellation without intent to replace or renew with equivalent coverage or material change to the policies or endorsements. CONTRACTOR shall provide on an ongoing basis, current certificates of insurance during the term of the Contract. A renewal certificate will be provided electronically 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
16. Representations and Warranties: Contractor represents and warrants to Participating State that neither Contractor, in connection with performing the services in performance of this Contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Contractor further represents and warrants to Participating State that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless Contractor has the authority to license, use or provide those trade secrets or confidential or proprietary information to Participating State. Contractor further represents and warrants to Participating State that neither Contractor nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.
15. Spoilation – Notice of Potential Claims: Contractor shall promptly notify Participating State of all potential claims that arise or result from this Contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating State the opportunity to review and inspect the evidence, including the scene of an accident.
16. Severability: If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain that term.
17. Applicable Venue: Any action to enforce this Contract must be brought and solely litigated in the 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*.
18. Alternative dispute resolution – Jury Trial: Participating Entity does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Participating Entity does not waive any right to a jury trial.

19. Attorney Fees: In the event a lawsuit is instituted by Participating Entity to obtain performance due under this Participating Addendum, and Participating Entity is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay Participating Entity's reasonable and documented attorney fees and costs in connection with the lawsuit.
20. Nondiscrimination and Compliance with Laws: Verify if the master agreement mentions the prohibition of boycotting Israel and if ND clause should be included.
21. Consulting Services Disclaimer. Contractor will not audit any financial statements or perform any attest procedures in the course of performing the services under this Contract. Contractor's services are not designed, nor should they be relied upon, to disclose internal weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies. Contractor is not a professional accounting firm and does not practice accounting. Contractor's services will not include legal, engineering or architectural advice or services.
22. Standard of Care and Performance. Contractor agrees that the services provided for under this Contract will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the services, Contractor and its personnel shall exercise reasonable care. Contractor cannot guarantee or assure the achievement of any particular performance objective, nor can Contractor guarantee or assure any particular outcome for the Participating State or any other person as a result of this Contract or the performance of the services contemplated thereunder. If, during the performance of the services, or within one (1) year following completion of this Contract, such services will prove to be faulty or defective by reason of a failure to meet such standards, Contractor agrees that upon prompt written notification from the Participating State prior to the expiration of the one-year period following the completion of this Contract of any such fault or defect, such faulty portion of the services will be redone at no cost to the Participating State up to a maximum amount equivalent to the cost of the services rendered under this Contract. The foregoing will constitute Contractor's sole warranty with respect to the accuracy or completeness of the services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.
23. Intellectual Property. Upon full payment of all amounts due Contractor in connection with this Contract, all rights, title and interest in any information and items, including summaries, documents, reports and portions thereof Contractor provides to the Participating State (collectively, the "Contractor Deliverables") will become the Participating State's sole and exclusive property for its internal business purposes and uses pursuant to the scope set forth in the applicable Order, subject to the exceptions set forth hereafter. Contractor shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the services (collectively, the "Contractor Property"). To the extent the Contractor Deliverables contain any Contractor Property; the Participating State shall be granted a non-exclusive, non-assignable, royalty-free license to use such Contractor Property solely in connection with the subject of this Contract.
24. Acceptance. Receipt of a deliverable occurs when the deliverable is provided to the Participating State. Receipt of services is deemed to occur when the Participating State receives an invoice from Contractor for those services. Absent written notification of non-acceptance from the Participating State within five (5) business days of receipt, deliverables and services will be construed as accepted. Any such notice shall specify in reasonable detail the reasons such deliverable or service has been deemed unacceptable. If the notice of non-acceptance is not sufficiently detailed to allow Contractor to determine why such deliverable or service is unacceptable, Contractor may request in writing that the Participating State provide additional information. The passage of ten (10) business days from the date of such request without the provision of such additional information shall constitute final acceptance of such

deliverable or service by the Participating State . Within fifteen (15) days of receipt of the Participating State notice, Contractor shall, at its option, either correct the problems in such deliverable or service or present the Participating State with a plan to fix such problems within a reasonable period of time under the circumstances. The deliverable or service shall be deemed accepted by the Participating State after comments have been incorporated and the deliverable or service re-submitted. Acceptance by the Participating State shall not be unreasonably withheld or delayed.

25. Liquidated Damages. Notwithstanding the terms of any other provision, Participating State shall not be entitled to claim or recover liquidated damages from Contractor for any breach or default under this Contract. All claims for damages shall be limited to actual, direct damages incurred as a result of the breach or default.