

MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-210625-CAI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
COMPUTER AID INC.

This Modification No. 1 ("**Modification #1**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia ("**Commonwealth**"), and Computer Aid Inc. ("**Supplier**"), to modify and amend Contract No. VA-210625-CAI ("**Contract**"). This Modification and any attachments thereto is, upon execution by VITA and Supplier, incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification #1 have the meaning as provided (i) where each term is used in the Modification #1 or (ii) as defined in the Contract.

The purpose of this Modification is to document the agreement of VITA and Supplier to modify the Contract as follows:

1. Exhibit K, "Implementation Plan", attached to the Contract and incorporated by reference is deleted in its entirety and replaced with the Exhibit K attached to this Modification #1 as "Mod 1 ITCL Implementation Plan".
2. Supplier shall provide the Services in accordance with the Implementation Plan set forth in Exhibit K until December 31, 2021. The period of performance for the provision and management, by Supplier in its capacity as the MSP, of IT Staff Augmentation and IT Statement of Work services and resources for Commonwealth Authorized Users begins January 1, 2022.
3. The Contract is a jointly and cooperatively procured contract under § 2.2 -4304 of the *Code of Virginia*. Accordingly, VITA and Supplier agree that the Contract can be used by other public bodies outside of Virginia provided those non-Commonwealth public bodies execute a Participating Addendum that incorporates the terms and conditions of the Contract, including all modifications thereto (each such non-Commonwealth public body a "**Participating Entity**"). Such Participating Addendum:
 - a. May include additional terms that are required by the law of the state or locality or any law governing cooperative purchasing agreements.
 - b. May include new, mutually agreed upon terms that clarify ordering procedures specific to that Participating Entity.In the event that the Participating Entity requests additional terms and conditions that may increase costs to Supplier, Supplier may, upon agreement, increase or decrease its pricing accordingly. These costs may include the following:
 - c. State and local taxes
 - d. Unemployment and workers compensation fees
 - e. E-commerce satisfaction fees
 - f. Costs associated with any additional terms and conditions that are mutually agreed upon.

Supplier's pricing for all Participating Entities shall be firm and fixed for the Initial Term of the Contract. After the Initial Term of the Contract, if the Contract is renewed by the Commonwealth, the Supplier's pricing may be adjusted based on market conditions only with the mutual agreement of both the Supplier and the Participating Entity.

4. Supplier agrees to only execute Participating Addendums with public bodies located outside of the Commonwealth. A Participating Addendum will only apply to the jurisdiction of the Participating Entity that has executed such Participating Addendum.
5. Use of this cooperatively procured Contract by Participating Entities is subject to the statutes and regulations of the individual Participating Entity. As such, participation of a Participating Entity may be subject to the approval of the respective Chief Procurement Official of that Participating Entity.
6. Any Participating Addendum between Supplier and a Participating Entity with be co-terminus with this contract and any extensions thereto.
7. The following sentence is added to the end of the definition of "Authorized User" in Section 2.B of the Contract and made part of the definition:

Pursuant to Code § 2.2-4304, "Authorized Users" also includes those public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments that have executed a Participating Addendum with the Supplier to utilize this Contract.
8. Supplier agrees to provide a monthly report of all sales by Supplier to each Participating Entity pursuant to the requirements and procedures set forth in Section 11.A "Amount of Total Sales" of the Contract as modified below.
9. The Parties agree to delete Section 11.A, "Amount of Total Sales" of the Contract and replace Section 11.A with the following:

A. Amount of Total Sales

Supplier shall submit to VITA a monthly report of Total Sales under this Contract.

In connection to the monthly report of Total Sales, Supplier shall pay to VITA the following monthly fees in accordance with instructions described on the "Supplier & Vendor Reporting Requirements" webpage located at:

<https://www.vita.virginia.gov/procurement/supplier-reporting/supplier--vendor-reporting-requirements/>. The monthly report of Total Sales must include these fees and percentages:

- IFA: 2% of monthly sales to Commonwealth Authorized Users
- Administrative fee of .25% of monthly sales to non-Commonwealth Authorized Users

The changes set forth in this Modification #1 are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

COMPUTER AID INC.

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

BY: David Abraham Hunter BY: Michael A. Novak

NAME: David Abraham Hunter NAME: Michael A. Novak

TITLE: EVP

TITLE: Sourcing Specialist