

**AMENDMENT #6 to
AGREEMENT TO AGREE #0483**

Information Technology Professional Services

This is Amendment #6 to Agreement to Agree #0483 dated January 6, 2011, as amended from time to time (the "Agreement to Agree" or "ATA"), between the State of Oregon, acting by and through its Department of Administrative Services, State Procurement Office, hereafter called "DAS" or "State" and uWork.com, Inc. dba Covendis Technologies, a Georgia corporation ("Contractor"). This Amendment is effective on the date it has been signed by every party and approved in accordance with applicable law.

PURPOSE

The purpose of this Amendment is to:

1. Amend ATA Section 3.4 Key Persons, subsection 3.4.1.3;
2. Edit ATA Exhibit D, Part 1 - Rate Card to increase rates;
3. Edit ATA Exhibit D, Part 2 - Skill Set Descriptions to add skill set descriptions;
4. Edit ATA Exhibit G, Quality Management Plan and Process; and

AGREEMENT

Beginning on the effective date of this amendment, the Agreement to Agree is hereby amended as follows: (new language is indicated in underlined bold text; deleted language is indicated in [brackets] and ~~striketrough~~ text).

1. ATA Section 3.4 Key Persons, subsection 3.4.1.3 is hereby amended as follows:

3.4.1.3 In the event Contractor requests Authorized Purchaser to consent to a delegation, reassignment, transfer or other replacement of a Key Person, Authorized Purchaser may review the qualifications of the proposed substitute personnel presented by Contractor through its Managed Services. Authorized Purchaser will have the discretion of determining whether such proposed substitute personnel has substantially equivalent or better qualifications than the Key Person being replaced. Authorized Purchaser may 1) reject such substitute personnel and pursue its rights under Section 3.4.2 below, or 2) consent to such substitute personnel in writing, signed by both parties and mutually proceed under a WOC as amended with such replacement serving as Key Personnel. Contractor shall not charge Authorized Purchaser and Authorized Purchaser shall not pay for any replacement personnel while such replacement becomes acclimated to the project and acquires the necessary skills and project knowledge to proceed with the Work under a WOC. In no event shall this time period exceed ten (10) Business Days. In the event the Authorized Purchaser makes the determination that the proposed replacement personnel does not meet their requirements and choose to begin the process over, then the Authorized Purchaser no longer has the right to not pay or invoke the 10 day rule.

2. **For Services provided on or after the effective date of this amendment, the current ATA Exhibit D, Part 1, Rate Card** is deleted in its entirety and replaced with Exhibit D, Part 1, Rate Card – *Revision 1*, attached to the Amendment and incorporated into the ATA by this reference.
3. **For Services provided on or after the effective date of this amendment, the current ATA Exhibit D, Part 2, Skill Set Descriptions** is deleted in its entirety and replaced with Exhibit D, Part 2, Skill Set Descriptions – *Revision 2*, attached to the Amendment and incorporated into this Amendment by reference.
4. **ATA Exhibit G, Quality Management Plan and Process, Section 4. Subcontractor Pool** is amended as follows:

“Contractor agrees that competition and a diverse and quality Subcontractor pool, particularly with respect to small, local and minority, women and emerging small businesses is important to the State.

a. **Contractor shall conduct a subcontractor pool prequalification process during the months of August and February of each calendar year.** The three key elements of a successful Subcontractor pool include regular monitoring and tracking by Contractor to ensure:

1. A High Quality Subcontractor Pool
2. A Transparent Process with continuous tracking and communications
3. Establishing effective policies and procedures with discipline remedies

b. Contractor’s prequalification and [engaging] qualification process for Subcontractors and criteria for potential Subcontractor eligibility include:

- Client references
- Financial stability (as evidenced by business credit and verification)
- Pricing (by RFI, RFQ, RFP or survey)
- Technological and recruiting capabilities and speed
- AP requirements (e.g. Geographical, Specialty)

c. **Eligible Subcontractors shall, once approved by Contractor in the VMS,** have an equal chance to compete for opportunities. The VMS is able to track all Subcontractor activity. Reports are available in real-time to track statistics, service levels, adherence to policies and procedures and other business processes.

d. Contractor has a continuous improvement effort that allows Subcontractors to receive instant feedback on submissions through the VMS, as well as periodic feedback and reporting.

e. Contractor conducts periodic account reviews with Subcontractors to review all of the above criteria used to prequalify the Subcontractors, along with actual experience data and reporting, AP issues and incidents, commendations and recommendation, reporting on service levels, and pricing.

f. Subcontractor eligibility is renewed on an annual basis (unless terminated sooner), and subcontractors must execute or provide updated agreements, policies and procedures, insurance requirements, and other information, such as data audits as specified by the agreements and annual background verifications for their employees and company in order to maintain eligibility.


g. Subcontractors are subject to eligibility requirements as set forth in Exhibit K, attached to the amendment and incorporated into the ATA by this reference.

In no event shall Contractor take any action (other than as described in Section 2.11, 2.12, 2.13, Article III 4.1.1, 5.1.6, and Exhibits F, G, and K) against any subcontractor based solely upon a request from a state agency or that would violate applicable procurement laws of the State of Oregon.

Except as expressly amended above, all other terms and conditions of the Agreement to Agree are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Agreement to Agree are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of execution of the Agreement to Agree.

Certification: By signature on this Amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes And Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310.706 and any local taxes administered by the Department of Revenue under ORS 305.620.

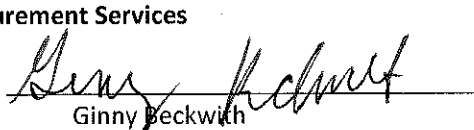
CONTRACTOR:

By: 
Raymond Tsao

Date: 8/8/2017

Title: President

**STATE OF OREGON acting by and through its Department of Administrative Services
Procurement Services**

By: 
Ginny Beckwith

Date: 8/11/17

Title: Procurement Services Manager

**APPROVED PURSUANT TO ORS 291.047
(Not required if exempt under OAR 137-045-0050)**

By: Mark Williams

Date: Approval via email dated 8/08/17
(Email filed in official DAS PS ATA 0483 file)

Title: DOJ Attorney-in-Charge - Business Transaction Section