

IT VENDOR MANAGED SERVICES
Lead by the State of Connecticut

NASPO Master Agreement # 14PSX0338AA

Contractor: uWork.com, dba Covendis

Participating Entity: STATE OF OREGON, PA #9436

The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services ("DASPS") and Contractor enter into this Participating Addendum ("Addendum") under Master Agreement # 14PSX0338AA for IT Vendor Managed Services, effective upon the date signed by the parties and receipt of all necessary approvals ("Addendum Effective Date") and agree as follows:

The following products or services are included in this Addendum:

- Information Technology contingent workforce and services related to vendor management
- Information Technology contingent workforce and services

The following products or services are **not** included in this Addendum:

- Non-IT related services (i.e. doctor, nurse, clerk, architect)
- Software and/or Hardware

Master Agreement Terms and Conditions:

1. **Scope:** This Addendum covers Information Technology Vendor Managed Services led by the State of Connecticut for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The Scope is limited to IT professional services on an hourly basis for Information Technology services. The initial services allowed under this Addendum are listed in Exhibit 3 of the Master Agreement. Additional Information Technology service titles for IT professional services can be added via an amendment to this Participating Addendum or as otherwise mutually agreed upon by the parties.

This Addendum establishes an agreement to agree between Contractor and DASPS pursuant to ORS 279B.140 and includes the provisions of the Master Agreement, modified as set forth below. The Lead State may amend the Master Agreement from time to time; all amendments to the Master Agreement are incorporated into and made a part of this Addendum without further approval. The services offered under the Master Agreement that are available under this Addendum are described above. This Addendum contains additional terms and conditions specifically applicable to individual Work Orders between Contractor and Authorized Purchasers. In the event of a conflict between the terms and conditions of this Addendum and the Master Agreement, the following order of precedence applies:

- a) this Addendum, less its exhibits;
- b) Exhibit No. 1 of the Addendum (State Specific Terms and Conditions);
- c) Exhibit No. 2 of the Addendum (Insurance);
- d) Exhibit No. 3 of the Addendum Performance Standards and Metrics;
- e) Exhibit No. 4 of the Addendum (Form Work Order) and;
- f) the Master Agreement, as amended from time to time, including its attachments.

2. **Participation:** This Participating Addendum may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Oregon.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Alicia Homsher, Program Manager
Address:	200 Walker Street SW, Suite B, Atlanta, GA 30313
Telephone:	Main Office: 866-268-3634 Cell: 714-614-3216
Email:	Alicia.homsher@covendis.com

Participating Entity

Name:	Debbie Davis, State Procurement Analyst
Address:	1225 Ferry Street SE, Salem, OR 97301
Telephone:	(503) 378-5345
Email:	Debbie.m.davis@oregon.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, as well as the State Specific Terms and Conditions attached hereto as Exhibit No. 1.

5. **Work Orders:** Any purchase order or other ordering placed by a Participating Entity or Purchasing Entity for a service available from this Addendum is a sale under and is governed by the prices and other terms and conditions of the Master Agreement and Addendum.
6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Oregon, 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.
7. **Tax Compliance:** Contractor has complied with the tax laws of this State and the applicable tax laws of any political subdivision of this State. Contractor shall, throughout the duration of this Addendum and any extensions, comply with all tax laws of this State and all applicable tax laws of any political subdivision of this State. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this State that applied to Contractor, or to Services, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any violation of this Section 7 constitutes a material breach of this Addendum and any Work Order issued under this Addendum. Further, any violation of Contractor's warranty set forth in Exhibit No. 1 also shall constitute a material breach of this Addendum and any Work Order issued under this Addendum. Any violation shall entitle DASPS or Authorized Purchaser to terminate this Addendum or the applicable Work Order, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or the applicable Work Order, and to pursue any or all of the remedies available under this Addendum, a Work Order, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Work Order, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DASPS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Work Order, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or Services or both.

These remedies are cumulative to the extent the remedies are not inconsistent, and DASPS or Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Addendum or any Work Order or (ii) exercising a right of setoff against Contractor's compensation under this Addendum or any Work Order for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

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




Participating Entity: State of Oregon, acting by and through the Department of Administrative Services, Procurement Services	Contractor: uWork.com, dba Covendis
Signature: 	Signature: 
Name: Ginny Beckwith	Name: Raymond Tsao
Title: IT Procurement Manager	Title: President & CEO
Date: 8/2/19	Date: 8/1/2019
State of Oregon, Department of Administrative Services, Office of the State Chief Information Officer	Oregon Department of Justice, Business Transaction Section
Signature: 	Signature: Karen Johnson via email dated 7/19/2019
Name: Terrence Woods	Name: Karen Johnson
Title: CIO	Title: Sr. Assistant Attorney General
Date: 8/1/19	Date: 7/19/2019

EXHIBIT NO. 1

Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements

SECTION 1: DEFINITIONS

The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits.

“Authorized Purchaser” means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

“Contractor” means Covendis, the Vendor Managed Service Provider.

“IT Services” include the information technology services listed on Exhibit 3 of the Master Agreement, but do not include the account managed service provider management, operations and support provided by Contractor.

“ORCPP” means the Oregon Cooperative Purchasing Program. Members of ORCPP include certain agencies and organizations within the State of Oregon. Members of ORCPP are authorized to purchase the goods and services available under agreements entered into by the State.

“ORCPP MEMBERS” means Members of ORCPP including: cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (“QRFs”), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

“Master Agreement” means the Master Agreement #14PSX0338AA between Contractor and the State of Connecticut, on behalf of the member states of the National Association of State Procurement Officials and the NASPO ValuePoint, as amended from time to time, and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Authorized Purchasers of the goods and services described therein.

“Work Order” means the purchase order document or other ordering document submitted to Contractor by an Authorized Purchaser that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to the Authorized Purchaser under the terms of the Master Agreement and this Addendum.

“State” for the purposes of this Participating Addendum, means the State of Oregon.

SECTION 2: WORK ORDERS

2.1 WORK ORDERS

Authorized Purchaser may use its own forms for Work Orders. State agencies may also use the Work Order referencing the Master Agreement Number, substantially in the form attached hereto as Exhibit No. 4. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms.

Each Work Order from an Authorized Purchaser that is not a State agency must contain, on the front page, the following language:

THIS WORK ORDER IS ISSUED UNDER THE MASTER AGREEMENT NO. 14PSX0338AA AND THE STATE OF OREGON PARTICIPATING ADDENDUM NO. 9436. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

2.2 EFFECT OF WORK ORDERS

The State is only liable for purchases made by State of Oregon agencies that issue Work Orders. Other Authorized Purchasers are responsible for any purchases under Work Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Authorized Purchasers or any other entity.

2.3 VERIFICATION OF AUTHORIZED PURCHASERS

Contractor shall verify that it provides goods and services under this Addendum only to Authorized Purchasers. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

2.4 HOURLY LIMITATIONS FOR WORK ORDERS

In addition to the provisions set forth in Section 18 of this Addendum, in the performance of the IT Services under any Work Order issued under this Addendum, Contractor shall ensure that each of Contractor's staff (including Contractor's employees, subcontractors or agents) do not work more than 1040 hours total in any twelve month period for the State of Oregon. The twelve month period for each individual starts with the first WOC issued under this Addendum and runs for twelve consecutive months. Contractor shall submit to Authorized Purchaser, along with each Work Order request, a report listing for each of Contractor's staff (including Contractor's employees, subcontractors or agents) who will provide the IT Services under the Work Order, the amount of cumulative time Contractor's staff (including Contractor's employees, subcontractors or agents) has provide IT Services under previous Work Orders for the State of Oregon during the s current twelve month period.

The hourly limitation set forth above does not apply to Contractor's employees who provide the account managed services provider management, operations and support under the master Agreement and Addendum.

SECTION 3: SECURITY AND VENDOR MANAGEMENT PROGRAM REQUIREMENTS

During the term of this Addendum and each Work Order entered into hereunder, Contractor shall, at all times, comply with:

- the applicable requirements set forth in DAS/OSCIO Oregon Statewide Information Technology and Information Security Policies, found at, <https://www.oregon.gov/das/OSCIO/Documents/2017%20ISO%20Standards%20Oregon.pdf>, and
- the performance requirements and expectations specified in the State of Oregon, Office of the State CIO, Vendor Management Program's New Contractor Onboarding Guide, which is located at: https://www.oregon.gov/basecamp/Documents/Basecamp_New_Contractor_Onboarding_Guide.pdf; and
- the Performance Standards and Metrics set forth in Exhibit No. 3.

SECTION 4: PAYMENT PROVISIONS; FUNDS AVAILABLE AND AUTHORIZED/NON-APPROPRIATION

4.1 PAYMENTS

All payments are subject to ORS 293.462.

4.2 FUNDS AVAILABLE

The State of Oregon's and its agencies' payment obligations under a Work Order are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Work Order issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Work Order from any part of Oregon state government other than Authorized Purchaser. Nothing in this Addendum or Work Order is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Authorized Purchaser represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Work Order issued under this Addendum.

SECTION 5: WORK ORDER VOLUME SALES REPORTS (VSRs) AND VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF)

5.1 DAS VOLUME SALES REPORT (VSR)

Pursuant to the process defined by DASPS found at:

<https://www.oregon.gov/das/Procurement/Documents/VSRandVCAFIInstructions.docx> Contractor shall submit a Volume Sales Report (VSR) to DASPS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Addendum, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DASPS, **Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DASPS.** The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating “**No Sales for the Reporting Period**”.

5.2 VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF)

5.2.1 Pursuant to the process defined by DASPS and published at <https://www.oregon.gov/das/Procurement/Documents/VSRandVCAFIInstructions.docx> Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DASPS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor’s Gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

5.2.2 Contractor may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers. Contractor’s prices must reflect all Contractor’s charges to Authorized Purchasers.

5.2.3 Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.

5.3 AUDIT

DASPS, as its own expense (except as provided herein), shall have the right during regular business hours, at Contractor’s premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor’s Records, as defined herein, and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest thereon at the rate provided in Section 5.2.3. At DASPS’ request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by DASPS.

SECTION 6: REPRESENTATIONS AND WARRANTIES

Authorized Purchasers are entitled to the representations, warranties, rights, remedies, and benefits under the Master Agreement, and this Addendum for any purchases made by such Authorized Purchasers pursuant to Work Orders. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to Authorized Purchaser that:

6.1 Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

6.2 All services to be performed under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Addendum;

6.3 Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the services in a professional manner and in accordance with the highest standards prevalent in Contractor’s

industry, trade or profession;

6.4 The personnel providing services under this Addendum and any Work Order are either subcontractors, agents or employees of Contractor ; that Contractor withholds applicable income taxes from the pay of its employees; that Contractor pays workers' compensation insurance premiums arising from the employment of its employees under this Work Order; that Contractor makes all other applicable tax and related payments arising from that employment (including without limitation social security tax payments) or applicable taxes and related payments under in accordance with its subcontractor or agent contracts or relationships; and that Contractor provides employee benefits to its employees, including without limitation health insurance benefits, vacation benefits, and retirement benefits;

6.5 The services and each of the deliverables delivered by Contractor pursuant to the services will materially comply with any service descriptions, specifications, standards or requirements set forth in this Addendum;

6.6 Contractor shall transfer to Authorized Purchaser all manufacturer warranties covering goods or products, if any, at time of delivery at no charge, and

6.7 All goods or products, if any, are free and clear of any liens or encumbrances, and that Contractor has full legal title to such goods or products, and that no other person has any right, title or interest in the goods or products which is superior to or infringe upon the rights granted to Authorized Purchaser hereunder.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Authorized Purchaser the broadest warranty protection available.

SECTION 7: INDEMNITIES

7.1 GENERAL INDEMNITY

Contractor will defend, save, hold harmless and indemnify the Authorized Purchaser and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses for personal injury, including death, damage to real property and damage to tangible personal property resulting from, arising out of or relating to the intentional, reckless or negligent acts or omissions of Contractor or its officers, employees, subcontractors or agents under the Addendum.

7.2 WORK RELATED INDEMNITY

Contractor will defend, save, hold harmless and indemnify the Authorized Purchaser and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, statutory penalties, other liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to any claim that Contractor, a subcontractor, or Contractor's staff or a subcontractor's staff or are employees of the State or Authorized Purchaser for any reason or in any way violated the provisions related to Independent Contractors under Section 18.

7.3 INFRINGEMENT INDEMNITY

Contractor will, at Contractor's sole expense, defend, save, hold harmless and indemnify Authorized Purchaser and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all costs, damages, statutory penalties, attorneys' fees, and any and all costs incurred in any settlement negotiation or final settlement agreement resulting from, relating to, or arising out of a claim that any aspect of the goods or services furnished under a Purchase Order infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").

7.4 PARTICIPATION

Control of Defense and Settlement. Contractor's obligation to indemnify Authorized Purchaser as set forth in Sections 7.1, 7.2 and 7.3 is conditioned on Authorized Purchaser providing to Contractor prompt notification of any claim or potential claim of which Authorized Purchaser becomes aware that may be the subject of those Sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 7.1 or Section 7.2 or Section 7.3; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Authorized Purchaser of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

7.5 REMEDIES

If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Authorized Purchaser is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Authorized Purchaser the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Work Order to the satisfaction of the Authorized Purchaser. If the foregoing remedies are not available, then Authorized Purchaser will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Authorized Purchaser's payments, in full, for the allegedly infringing goods or services.

SECTION 8: TERM AND TERMINATION OF PARTICIPATING ADDENDUM

8.1 TERM

This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

8.2 TERMINATION

DASPS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior notice to Contractor. In addition, DASPS may terminate this Addendum, in whole or in part, immediately upon notice to Contractor, or at such later date as DASPS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

8.2.1 State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Addendum; or

8.2.2 Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under this Addendum is prohibited or the State is prohibited from paying for such goods from the planned funding source. Upon receipt of written notice of termination, Contractor will stop performance under all Work Orders as directed by State.

8.3 EFFECT OF TERMINATION OF ADDENDUM

Upon termination of this Addendum, Contractor shall not accept or enter into any new Work Orders. Contract may continue to provide the Services under Work Orders then in effect, as directed by the State or Authorized Purchaser. Termination under any provision of this Addendum does not extinguish or prejudice State's or an Authorized Purchaser's right to enforce this Addendum or a Work Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Authorized Purchaser to indemnification by Contractor. If this Addendum is so terminated and then effective Work Orders are terminated, the Authorized Purchaser will pay Contractor in accordance with the terms of the Work Order for goods delivered and accepted by the Authorized Purchaser.

SECTION 9: TERMINATION OF INDIVIDUAL WORK ORDERS

9.1 Individual Work Orders may be terminated at any time by written consent of Authorized Purchaser and Contractor or Authorized Purchaser may, at its sole discretion, terminate individual Work Orders, in whole or in part, upon 30 days prior written notice to Contractor.

9.2 Authorized Purchaser may terminate individual Work Orders, in whole or in part, immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events:

9.2.1 Authorized Purchaser fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the goods to be purchased under the Work Order;

9.2.2 Federal or State laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of goods under the Work Order is prohibited or Authorized Purchaser is prohibited from paying for such goods from the planned funding source; or

9.2.3 Contractor commits any material breach of this Addendum or a Work Order.

9.3 Upon receipt of written notice of termination, Contractor will stop performance under the Work Order as directed by Authorized Purchaser.

9.4 Effect of Termination of a Work Order.

Termination of a Work Order does not extinguish or prejudice Authorized Purchaser's right to enforce the Work Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Authorized Purchaser to indemnification by Contractor. In addition, termination of a Work Order does not extinguish or prejudice Authorized Purchaser's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Work Order is so terminated, Authorized Purchaser will pay Contractor in accordance with the terms of this Addendum for goods delivered and accepted by Authorized Purchaser.

SECTION 10: COMPLIANCE WITH LAW

10.1 GENERAL

Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Work under this Addendum or any Work Order, and an Authorized Purchaser's performance under a Work Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270. In addition, Contractor warrants goods and services provided under this Addendum will comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10.2 PAY EQUITY

As required by ORS 279B.235, Contractor shall comply with ORS 652.220, as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles DASPS or terminate this Addendum or Authorized Purchaser to terminate a Work Order for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

SECTION 11: APPLICATION OF PUBLIC RECORDS LAW

Contractor acknowledges that any disclosures Contractor makes to Authorized Purchaser under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 – 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Authorized Purchaser may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Authorized Purchaser's release of documents to Entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

SECTION 12: RECYCLED PRODUCTS

Contractor will use, to the maximum extent economically feasible in the performance of this Addendum or any Work Order, recycled paper (as defined in ORS 279A.010 (1)(gg)), recycled PETE products (as defined in ORS 279A.010 (1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010 (1)(ii)).

SECTION 13: NOTICES

Except as otherwise provided in a Work Order, any formal communications between the parties to or notices to be given under a Work Order will be given in writing by personal delivery of a facsimile transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth on the Work Order. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication delivered by facsimile will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such facsimile transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Work Order. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

As between Contractor and State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth above.

SECTION 14: GOVERNING LAW

The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Work Orders, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

SECTION 15: JURISDICTION AND VENUE

Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Work Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon.

CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A Work ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and an Authorized Purchaser other than the State of Oregon or State agency that arise from or are related to individual Work Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Authorized Purchaser resides or has its principal office, or at Authorized Purchaser's option, within such other county as Authorized Purchaser will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

SECTION 16: FOREIGN CONTRACTOR

If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Addendum or any Work Order. An Authorized Purchaser may withhold final payment under a Work Order until Contractor has provided the Oregon Department of Revenue with the required information.

SECTION 17: MERGER CLAUSE; WAIVER

This Addendum, including the Master Agreement and the exhibits attached to this Addendum, constitutes the entire agreement between the parties on the subject matter hereof, and supersede all prior agreements, oral or written. There are no understandings, agreements, or representations, oral or written, between these parties that are not specified in this Addendum. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

SECTION 18: INDEPENDENT CONTRACTOR

18.1 Contractor shall act at all times as an independent contractor and not as an agent or employee of Authorized Purchaser. Although Authorized Purchaser reserves the right (a) to determine (and modify) the schedule for performance of the Services or any Work, respectively, and (b) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services. Contractor has no right or authority to incur or create any obligation for or legally bind Authorized Purchaser in any way. Contractor is not an "officer", "employee", or "agent" of Authorized Purchaser (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Contractor nor its employees or subcontractors are employees or agents of Authorized Purchaser for any purpose whatsoever, and shall not be entitled to retirement benefits, vacation days, sick days, holidays or any other benefits provided to Authorized Purchaser employees. Contractor agrees that no income, social security or other taxes or amounts shall be withheld or accrued by Authorized Purchaser for Contractor's benefit or for the benefit of Contractor's Staff and no statutory insurance shall be provided by Authorized Purchaser on behalf of Contractor or the employees of Contractor. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

18.2 Declaration and Certification. If Contractor is currently providing work or performing services for the State of Oregon or the federal government, Contractor by execution of this Addendum or any Work Order issued by Authorized Purchasers under this Addendum declares and certifies that Contractor's Services create no potential or actual conflict of interest as defined by ORS 244 and that no rules or regulations, state or federal, would prohibit Contractor's performance of the Services. Contractor agrees it is not, nor are any of its Key Persons, an "officer," "employee," or "agent" of the State or Oregon or Authorized Purchaser, as those terms are used in ORS 30.265.

18.3 Responsible for Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Addendum and, unless Contractor is subject to backup withholding, neither the State of Oregon nor Authorized Purchaser will withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Addendum, except as a self-employed individual.

18.4 Withholding, Taxes and Benefits. Contractor will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for Contractor's staff (including employees and subcontractors), if any. Contractor will also be responsible for all insurance and other benefits required by law for Contractor and Contractor's staff (including employees and subcontractors) and all other benefits promised to Contractor's staff by Contractor, if any. Contractor shall provide Authorized Purchaser with a completed W-9 form.

SECTION 19: ACCESS TO RECORDS

Contractor will maintain all fiscal records relating to Work Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Work Orders in such a manner as to clearly document Contractor's performance thereunder. The Authorized Purchaser, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Authorized Purchaser. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

SECTION 20: INTENDED BENEFICIARIES

DASPS and Contractor are the only parties to this Addendum and are the only parties entitled to enforce the terms of this Addendum. Nothing in this Addendum gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Addendum. Authorized Purchasers are intended beneficiaries of this Addendum.

SECTION 21: SEVERABILITY

If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

SECTION 22: SURVIVAL

Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

SECTION 23: INSURANCE

Within ten (10) days of the Effective Date, Contractor must provide insurance as set forth on Exhibit No. 2. No Work Orders may be placed or accepted until proof is provided that these requirements have been met.

SECTION 24: AMENDMENTS

This Addendum may be modified in writing once agreed to and signed by all parties.

EXHIBIT NO. 2 - INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit 2 prior to performing under this Addendum, and shall maintain it in full force and at its own expense throughout the duration of this Addendum, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DASPS. Authorized Purchasers may request additional insurance coverage. Coverage must be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

SECTION 1: INSURANCE REQUIRED

1.1 WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and require and ensure that each of its out-of-state subcontractors complies with these requirements.

1.2 PROFESSIONAL LIABILITY

Technology Errors & Omissions insurance in an amount of not less than \$5,000,000 per claim covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function or serve the intended purpose as set forth in this Addendum. Coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks must be included. There must also be coverage for unauthorized disclosure, access or use of Authorized Purchaser Data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor. A primary policy or combination of a primary policy and excess policy will be acceptable in order to meet the limits requirement.

1.3 COMMERCIAL GENERAL LIABILITY.

Contractor shall provide Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage, in each case arising out of Contractor's negligence, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

1.4 AUTOMOBILE LIABILITY INSURANCE

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

SECTION 2: ADDITIONAL INSURED

The Commercial General Liability, and Automobile Liability insurance required under this Addendum must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations but only with respect to Contractor's activities under this Addendum. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

SECTION 3: TAIL COVERAGE

If any of the required insurance is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Addendum, for a minimum of twenty-four (24) months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Addendum, or, (ii) The expiration of all Warranty Periods provided under this Addendum.

SECTION 4: CERTIFICATE(S) AND PROOF OF INSURANCE.

Contractor shall provide to DASPS Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Addendum or any Work Order. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DASPS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Addendum.

SECTION 5: NOTICE OF CHANGE OR CANCELLATION.

Contractor or its insurer must endeavor to provide at least thirty (30) calendar days' written notice to DASPS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

SECTION 6: INSURANCE REQUIREMENT REVIEW.

Contractor agrees to periodic review of insurance requirements by DASPS under this Addendum and to meet updated requirements as agreed upon by Contractor and DASPS.

EXHIBIT NO. 3

PERFORMANCE STANDARDS AND METRICS

Contractor shall, at all times, comply with all performance requirements and expectations specified in the Vendor Management Program's Contractor Onboarding Guide, found at:

https://www.oregon.gov/basecamp/Documents/Basecamp_New_Contractor_Onboarding_Guide.pdf

Subject to the provisions and procedures set forth in the Onboarding Guide, below are the general and specific performance standards and metrics applicable to Contractor's performance under this Addendum:

GENERAL PERFORMANCE STANDARDS AND METRICS:

Performance Objective	Performance Standard	Performance Levels	Method Of Measurement
PM#3301: The State of Oregon desires to work with Contractors who support the State's and Authorized Purchaser's data initiatives and operational practices.	Contractor submissions are made without need for revision and in the format established by the VSR template on time.	Exceeds Expectations: On-time and without revision for last 4 quarters Satisfactory: On-time and without revision for last quarter Unsatisfactory: Not on time, or required revision last quarter	Contractor management reviews VSR submissions with DAS-Procurement Services. If report is submitted on-time <i>and</i> using template format <i>and</i> does not require resubmission then status is Satisfactory, if not then status is Unsatisfactory. If Contractor receives four concurrent Satisfactory statuses Contractor is upgraded to Exceeds Expectations.
PM#4101: The State of Oregon desires its Authorized Purchasers to have positive experiences when working with Basecamp Contractors.	Contractors maintain a Net Promotor Score of 40 or higher.	Exceeds Expectations: $x \geq 55$ Satisfactory: $40 \leq x \leq 55$ Unsatisfactory: $x < 40$	Figures are rounded to the nearest integer. Calculated as Percentage of Promoters minus Percentage of Detractors Where A Promoter is a respondent who responded with a score of 9 or 10 A Detractor is a respondent who responded with a score between 1 and 6.

			<p>Sample Survey Question: “How likely would you recommend the products/services of CONTRACTOR to a colleague or a public organization?” on a scale of 1-10.</p>
PM#4102: The State of Oregon desires Authorized Purchasers to see the Basecamp Catalog and its price agreements <u>are</u> of the highest quality.	Contractors maintain a mean score of 3 out of 5	<p>Exceeds Expectations: $x > 4.0$</p> <p>Satisfactory: $3.0 \geq x < 4.0$</p> <p>Unsatisfactory: $x < 3.0$</p>	<p>Figures are rounded to the nearest single decimal place.</p> <p>Calculated as Mean response value over a rolling 4 periods</p> <p>Sample Survey Question: “In thinking about your most recent purchase with CONTRACTOR, how was the quality of the product or service you received?” using a 5 point semantic differential scale (1: Bad through 5: Good).</p>
PM#1303: The State of Oregon desires an agreement in which Authorized Purchasers are given upfront and transparent prices, both before the engagement begins and on the invoice before they make payment.	All (100%) reviewed invoices detail prices, quantities, and total by line-item. For services this includes rates, positions, and hours as applicable.	<p>Exceeds Expectations: $x = 100\%$</p> <p>Satisfactory: $95\% \leq x < 100\%$</p> <p>Unsatisfactory: $x < 95\%$</p>	<p>Figures are rounded to the nearest whole percentage point.</p> <p>Percent of quotes with corresponding invoices that detail costs broken down by item or service including all deliverables.</p>
PM#4103: The State of Oregon desires Contractors to price their products and services competitively and show they provide value.	Contractors maintain a mean score of 3.5 out of 5	<p>Exceeds Expectations: $x \geq 4.5$</p> <p>Satisfactory: $3.5 \leq x < 4.5$</p> <p>Unsatisfactory: $x < 3.5$</p>	<p>Figures are rounded to the nearest single decimal place.</p> <p>Calculated as Mean response value over a rolling 4 periods</p> <p>Sample Survey Question: “Please rate your level of agreement when thinking about your most recent purchase with CONTRACTOR: Our organization received value for the money.” (1: Strongly Disagree, 2:</p>

			Disagree, 3: Neither Agree nor Disagree, 4: Agree, 5: Strongly Agree).
PM#4104: The State of Oregon desires its Contractors to provide high quality, skilled, and customer service oriented key persons to participate on Authorized Purchasers' contracts.	Contractors maintain a mean score of 3 out of 5	<p>Exceeds Expectations: $x \geq 4.0$</p> <p>Satisfactory: $3.0 \leq x < 4.0$</p> <p>Unsatisfactory: $x < 3.0$</p>	<p>Figures are rounded to the nearest single decimal place.</p> <p>Calculated as Mean response value over a rolling 4 periods</p> <p>Sample Survey Question: "In thinking about your most recent purchase with CONTRACTOR, please rate the satisfaction with the persons employed by CONTRACTOR?" (1: Unsatisfied through 5: Satisfied)</p>
PM#4302: The State of Oregon desires to work with Contractors who provide timely response to Authorized Purchasers' requests	Authorized Purchasers generally receive a response within 2 business days of a request as indicated by a response of greater than 3 out of 5.	<p>Exceeds Expectations: $x \geq 4.0$</p> <p>Satisfactory: $3.0 < x < 4.0$</p> <p>Unsatisfactory: $x \leq 3.0$</p>	<p>Figures are rounded to the nearest single decimal place.</p> <p>Calculated as Mean response value over a rolling 4 periods.</p> <p>Sample Survey Question: "When making a request about project related work, submitting a ticket, or reporting a problem, staff from CONTRACTOR generally respond within 2 business days" (99: Too Early to Measure 1: Never, 5: Always).</p>

SPECIFIC PERFORMANCE STANDARDS AND METRICS FOR THIS ADDENDUM:

Performance Objective	Performance Standard	Performance Levels	Method Of Measurement
PM#3304: The State of Oregon desires an agreement in which Authorized Purchasers have confidence in the quality of work they receive from our Contractors. The State wants to reduce the need for Authorized Purchasers to micro-manage or reproduce work that should be completed by the Contractor.	Less than or equal to 10% of deliverables submitted receive a rejection.	Exceeds Expectations: $< 5.0\%$ Satisfactory: $5.0\% \leq x \leq 10.0\%$ Unsatisfactory: $>10.0\%$	Figures are rounded to the nearest single decimal place. Calculated as the total number of rejected deliverables within the reporting period divided by the number of deliverables that were submitted for acceptance in that reporting period.
PM#3303: The State of Oregon desires to work with Contractors who provide quality work when they estimate work will be completed	On average, deliverables are submitted when they are due	Exceeds Expectations: < -1.0 Satisfactory: $-1.0 \leq x \leq 0.0$ Unsatisfactory: >0.0	Figures are rounded to the nearest single decimal place. Survey Question: The Basecamp program is reviewing orders placed on PA #9436 for IT Vendor Managed Service Provider to monitor vendor delivery times. Your order and deliverable number [ORDER #: Deliverable #] has been selected for review. In reviewing this order deliverable, was the deliverable received by the due date?" <ul style="list-style-type: none"> a. Please indicate the date of order. b. Please indicate the expected delivery date. c. Please indicate the date of delivery.
PM#3601: The State of Oregon desires to work with Contractors who utilize appropriate methods of conducting work that are clear and demonstrable.	Contractors maintain a mean score of 3 out of 5	Exceeds Expectations: $x \geq 4.5$ Satisfactory: $3.5 \leq x < 4.5$ Unsatisfactory: $x < 3.0$	Figures are rounded to the nearest single decimal place. Customer Satisfaction Survey that asks: "Did the Contractor use the methods <u>it</u> proposed in <u>its</u> contract to complete <u>its</u> work?" (0: Too Early to Measure 1: Strongly Disagree, 2: Disagree, 3: Neither Agree nor Disagree, 4: Agree, 5: Strongly Agree)

NON-CORE MEASUREMENTS RECORDED BY VENDOR MANAGEMENT PROGRAM:

Performance Objective	Performance Standard	Performance Levels	Method Of Measurement
PM#1304: The State of Oregon desires an agreement in which the total cost of support services to the total project cost is kept at a reasonable level.	NON-CORE: No Defined Standard		<p>Percentages are rounded to the nearest single decimal place.</p> <p>Calculated as the sum of quoted cost of proposal to an opportunity divided by the project estimated budget at time of opportunity notice.</p>
PM#9901: The State wants visibility into the utilization of its price agreements or master agreements.	NON-CORE: No Defined Standard		Calculated as the count of agencies and authorized purchasers over the life of the PA.
PM#9902: The State wants visibility into the utilization of its price agreements or master agreements.	NON-CORE: No Defined Standard		Calculated as the count of engagements over the life of the PA.
PM#9903: The State of Oregon wants visibility on the utilization of its price agreements or master agreements.	NON-CORE: No Defined Standard		Calculated as the total dollars expended over the life of the PA.
<p>PM#9904: The State of Oregon desires to contract with and promote firms who hold Certification from the Office of Business Inclusion and Diversity (http://www.oregon4biz.com/How-We-Can-Help/COBID/)</p> <p>Basecamp also wishes to extend opportunities to firms who are certified in other states or by a federal entity in certifications of Minority, Women, Emerging/Small, and/or Disadvantaged Business enterprises. (Noted with an asterisk)</p>	NON-CORE: No Defined Standard		<p>Flag:</p> <ul style="list-style-type: none"> • Oregon Certified: Certified in the State of Oregon • Other Certified: [Listed certifications] • Not Certified

EXHIBIT NO. 4 - SAMPLE WORK ORDER

Work Order No. _____ Participating Addendum No. _____
Authorized Purchaser: _____

This Work Order is issued under and is subject to the provisions of the Master Agreement #14PSX0338AA and Participating Addendum No. _____ between the State of Oregon, acting by and through the Department of Administrative Services ("DASPS") on behalf of state agencies and other entities ("Authorized Purchasers") and uWork.com, dba Covendis ("Contractor") dated July __, 2019 ("Addendum"). The terms and conditions of the Master Agreement and Addendum apply to this Work Order and supersede all conflicting terms and conditions, express or implied.

Contractor and Authorized Purchaser agree as follows:

Contacts:

Contractor Authorized Representative:

Name: _____

Address: _____

Phone: _____

Email: _____

Authorized Purchaser Authorized Representative:

Name: _____

Address: _____

Phone: _____

Email: _____

Authorized Purchaser Billing Contact:

Name: _____

Address: _____

Phone: _____

Email: _____

TERM:**Effective Date:** _____**Service Commencement Date:** _____**Service End Date:** _____**SERVICES REQUESTED:**

COMPENSATION:

Authorized Purchaser shall pay Contractor a sum not to exceed _____ for Services performed and accepted. Authorized Purchaser will not pay for Services provided before the Effective Date or after termination of this Work Order. Authorized Purchaser represents that it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Order within Authorized Purchaser's appropriation or limitation.

Contractor shall submit monthly invoices to Authorized Purchaser based upon the Position Title, rates and hours listed below. The invoices will describe all Work performed with particularity and by whom it was performed and will itemize all expenses that this Work Order requires Authorized Purchaser to pay and for which Contractor claims reimbursement. In each invoice, Contractor shall include the total amount invoiced to date by Contractor prior to the current invoice.

Position Title	Hourly Rate	No. Hours	Total
_____	_____	_____	_____
_____	_____	_____	_____

SPECIAL CONSIDERATIONS:

AGREED AND ACCEPTED:**Contractor:****Authorized Purchaser:****By:** _____**By:** _____**Title:** _____**Title:** _____**Date:** _____**Date:** _____