OREGON PARTICIPATING ADDENDUM

MASTER AGREEMENT # 00318

NASPO ValuePoint
OREGONBUYS MASTER BLANKET PURCHASE ORDER (MBPO) #PO-10700-00005493
(“Addendum”) for
Public Safety Communications Equipment, Services and Solutions

Lead by the State of Washington (“Lead State”)

Contractor: **Sabre Communications Corporation (Contractor)**

Participating State: **State of Oregon**

The State of Washington (“Lead State”) issued Competitive Solicitation, #00318 on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program (“NASPO ValuePoint”), and other purchasing entities seeking offers from qualified and responsible proposers to provide public safety communications equipment, services and solutions. Lead State executed Master Agreement No. 00318 (“Master Agreement”), which consists of contract terms and conditions and other attachments.

The State of Oregon (“State” or “Oregon”) is a member of NASPO ValuePoint. The State, by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services (“DAS PS”), on behalf of the State of Oregon and its agencies and the Oregon Cooperative Procurement Program (“ORCPP”) members (collectively “Purchasing Entities” as defined in Exhibit No. 1), has elected to participate in the Master Agreement, subject to the terms and conditions of this Participating Addendum (“Addendum”) as a Participating State, also and in the alternative referred to in the Master Agreement as a Participating Entity. This Addendum is effective when all necessary approvals have been obtained and signed by the parties (“Effective Date”), inclusive of Contractor and Lead State executing the Master Agreement.

DAS PS and Contractor agree:

1. **Scope:** This Addendum covers the public safety communications equipment, services and solutions led by the State of Washington for use by State of Oregon executive department agencies (State Agencies, and each a State Agency) with substantive statutory authority 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.

   1.1. **Goods and Services Available under Addendum.** The following are available under this Addendum, as provided in the Master Agreement: All equipment, products, services and solutions in the following subcategories (“Goods and Services”): SUB-CATEGORY 11.2

SHELTERS, CONCRETE, SUB-CATEGORY 12.4 TOWERS, GUYED, SUB-CATEGORY 12.5 TOWERS, GUYED LIGHT, SUB-CATEGORY 12.6 TOWERS LATTICE, SUB-CATEGORY 12.7 TOWERS, LATTICE LIGHT, SUB-CATEGORY 12.8 TOWERS, MONOPOLE.

1.2. **Terms and Conditions; Order of Precedence.** This Addendum contains additional terms and conditions applicable to individual Contracts between Contractor and Purchasing Entities. In the event of a conflict between the terms and conditions of this Addendum, the Master Agreement, and a Contract, the following descending order of precedence applies:

1) This Addendum, less its exhibits;
2) Exhibit No. 1 of this Addendum (Oregon Terms and Conditions);
3) Special Terms and Conditions of a Contract;
4) Statement of Work of a Contract;
5) Additional insurance requirements of a Contract;
6) Exhibit No. 2 of this Addendum (Insurance);
7) Exhibit No. 3 of this Addendum (Contractor Data);
8) Exhibit No. 5 (Vendor Collected Administrative Fee (VCAF)/Volume Sales Report (VSR);
9) Exhibit No. 4 of this Addendum (Purchase Order form);
10) Terms and conditions of the Master Agreement and its exhibits and attachments and then
11) Any license or subscription terms or terms presented to an end user in a ‘click wrap’ or similar end user agreement or any terms and conditions published by Contractor on or after the Effective Date of this Addendum.

1.3. The above referenced exhibits to this Addendum are hereby incorporated by this reference. Nothing in this Addendum limits Contractor’s obligations under the Master Agreement unless otherwise noted herein. If a Contractor obligation in this Addendum conflicts with a Contractor obligation of the Master Agreement, the order of precedence in this Section 1 applies.

2. **Purchasing Entity Authority:** This Addendum and Master Agreement may be used by State of Oregon executive department agencies with authority to access the Services (see Section 2.1), institutions of higher institution, and political subdivisions and other entities authorized to use statewide contracts in the State of Oregon. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

2.1. **State Executive Department Agency Authority.** State Agencies (as defined in ORS 174.112) must have statutory authority over the substance of the Service Category in order to request, authorize, or, to the extent the agency also holds procurement authority, act as a Purchasing Entity under this Addendum.

2.2. A State Agency with statutory authority over the substance of a Service Category may provide advance written authorization to a State Agency without such authority for that State Agency to act as a Purchasing Entity under this Addendum.

2.3. State Agencies under DAS procurement authority may issue ordering instruments under this Addendum for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, State Agencies must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Phillip Haigler
Address:	7100 Southbridge Drive Sioux City, IA 51111
Telephone:	(850) 225-9614
Email:	plhaigler@sabreindustries.com

Participating State

Name:	Melissa Esser
Address:	1225 Ferry St. SE, Salem OR 97301
Telephone:	971-283-4439
Email:	melissa.j.esser@das.oregon.gov

4. **Participating State Modifications and Additions to the Master Agreement:**

These modifications or additions apply only to actions and relationships within the Participating State.

The following changes, in addition to Exhibits No. 1 – 5 of this Addendum, are modifying or supplementing the Master Agreement terms and conditions:

5. **Selection of Contractor.** This Addendum is not exclusive. Purchasing Entities with appropriate authority may acquire the Goods and Services from other contractors and through other State of Oregon procurement processes. Purchasing Entities that are not State Agencies may select the contractor of the Purchasing Entity's choice in compliance with applicable statute and rules.

If a State Agency Purchasing Entity with authority or authorization (see Section 2) elects to utilize the Master Agreement(s) for the Services, and more than one Contractor holds a Master Agreement for the Services under an Addendum with Participating State, such Purchasing Entity shall follow the selection process below.

5.1. **Contractor Selection Process, Large Purchases.** From time to time, Purchasing Entities that are State Agencies may purchase Services from Contractor or other contractors, and shall use one of the following selection processes for all purchases over the small procurement threshold (currently $10,000):

5.1.1. Sole Source or Brand Name Justification - A documented sole source or brand name justification in compliance with applicable statute and rule; or

5.1.2. Best Value Analysis - Purchasing Entity may request and conduct a comparison of the offers based upon a best value analysis. Purchasing Entity shall:

5.1.2.1. Contact at least 3 different Contractors holding a Master Agreement for the Services via phone, e-mail or facsimile and request a written, responsive quote for the anticipated Services. Quoted rates must not exceed the most competitive rates and discounts set forth in Contractor's Master Agreement. However, Contractor may agree to extend specialized, discounted pricing based on the Purchasing Entity's requirements by providing a specific quote to the Purchasing Entity.

5.1.2.2. Determine which Contractor provides the best value for Purchasing Entity based on Purchasing Entity's application of some or all of the following factors:

a. Applicable preferences;

b. Applicable discounts and incremental pricing options;

c. Shipping costs;

d. Delivery process and service levels;

e. Applicable warranties;

f. Contractor's past performance record through reference checks;

g. Contractor's service area;

h. Price comparison of the current market value of Services similar to the Services;

i. Price comparison to past purchases, taking the inflation rate into account;

j. Cost analysis through an element-by-element examination of the estimated or actual cost of proposed Services to determine whether Contractor's costs are in line with what reasonably economical and efficient performance should cost. Some of the cost elements examined for necessity and reasonableness are, labor costs, equipment, and overhead;

k. Comparison of pricing to MSRP;

l. Market conditions and competition levels;

m. General economic conditions;

n. Life cycle costing including expected life, salvage value and discounted total cost of ownership.

5.1.2.3. Document its procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.

5.2 Contractor Selection Process, Small Purchases. For purchases under the small procurement threshold (currently $10,000), a Purchasing Entity that is a State Agency with appropriate authority may select the Contractor of its choice in compliance with applicable statute and rule.

6. **Orders:** Any order placed by a Purchasing Entity for Equipment or a Product or Service available from this Master Agreement will be deemed to be a sale under (and governed by the prices and other terms and conditions) of this Addendum and the Master Agreement unless the parties to the order specify in writing in the order that another contract or agreement applies to such order.

7. **Tax Compliance:** As set forth on Exhibit No. 3, Contractor has complied with the tax laws of the State of Oregon 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 305.380(4), 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 goods, 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.

7.1. Any violation of this Section 7 constitutes a material breach of this Addendum and any Contract issued under this Addendum. Further, any violation of Contractor's warranty set forth in Exhibit No. 3 also constitutes a material breach of this Addendum and any Contract issued under this Addendum. Any violation entitles DAS PS or Purchasing Entity to terminate this Addendum or the applicable Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

7.2. Termination of this Addendum or the applicable Contract, in whole or in part.

7.3. Exercise of the right of setoff and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Purchasing Entity's setoff right, without penalty; and Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

7.4. DAS PS or Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract.

7.5. These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS or Purchasing Entity may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

8. **Participating Addendum Integration:** This Addendum, including its exhibits, and the Master Agreement set forth the entire agreement between Contractor and Participating State with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected.

9. **Subcontractors:** All Contractor's dealers and resellers authorized for the State of Oregon, as shown on the NASPO ValuePoint website, are approved to provide sales and services support to authorized Purchasing Entities. Subcontractor participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.

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

Participating State: The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services	Contractor: Sabre Communications Corporation
Signature: Sandy CC Digitally signed by Sandy Clavet Connolly Date: 2022.03.24 16:45:24 -07'00'	Signature: Phillip Haigler Digitally signed by Phillip Haigler DN: cn=Phillip Haigler, o=Sabre Communications Corp., ou, email=plhaigler@sabreindustries.com, c=US Date: 2022.03.21 08:11:34 -05'00'
Name: Sandy Clavet Connolly	Name: Phillip Haigler
Title: Interim Procurement Services Manager	Title: Contracts Manager - Federal Programs
Date: March 24, 2022	Date: March 21, 2022

Enterprise Information Services (EIS) Review:

Cyber Security Services (CSS) Review: Uma Vijaiamernath, via email dated 2/14/22.

Project Portfolio Performance (P3) Review: Matt Ausec, via email dated 2/17/22.

LEGAL APPROVAL:
Pursuant to OAR 137-045-0015, this Addendum was reviewed and approved by Oregon Department of Justice Sr. Assistant Attorney General, Karen Johnson via email dated 2/10/22.

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.

Exhibit No. 1
Oregon Specific Terms and Conditions

1. Applicability. This Addendum pertains to the public safety communications equipment, services and solutions (Goods and Services), including related intellectual property (such as documentation) to be provided by Contractor to Purchasing Entities under Contracts entered into under this Addendum.

2. Definitions.

2.1. 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. A Contract entered into between Purchasing Entity and Contractor may also include additional defined terms.

"Contract" means the fully executed written agreement formed between Contractor and a Purchasing Entity with authority to enter into an agreement under this Addendum, including a Purchase Order, the terms and conditions of this Addendum, terms required by the Master Agreement, additional terms required by the Purchasing Entity, and all its exhibits and attachments.

"DAS PS" means the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services.

"EO 21-29" means Governor of the State of Oregon's Executive Order 21-29 as may be amended, https://www.oregon.gov/gov/Documents/executive_orders/eo_21-29.pdf

The terms "Executive Branch," "COVID-19," "Fully Vaccinated," "Proof of Vaccination," "Employee," and "Worker" have the meanings defined in EO 21-19.

'FAQ" means the Executive Order 21-29 Vaccination Requirements for State Contractors Frequently Asked Questions as may be amended.

ExecutiveOrder21-29_ContractorFAQ.pdf (oregon.gov)

The term "Worksite" has the meaning defined in the FAQ.

"Goods and Services" means the equipment, products services and solutions described in the Master Agreement and authorized for acquisition under this Addendum.

"ORCPP" means the Oregon Cooperative Purchasing Program Members, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State.

"Master Agreement" means the Master Agreement # 00318 between Contractor and the State of Washington, on behalf of the member states of the National Association of State Procurement Officials and the NASPO ValuePoint, and its attachments, as may be amended from time to time. The Master Agreement together with this Addendum sets forth terms, conditions and requirements for purchase by Purchasing Entities of the goods and services described in the Master Agreement.

"Purchase Order" means a purchase document submitted to Contractor by a Purchasing Entity that is part of the Contract, and specifies the quantity and type of Goods and/or Services that Contractor will provide to the Purchasing Entity under the Contract.

"Purchasing Entity" means an executive department agency of the State of Oregon with authority, or with advance written authorization from a State Agency with authority, that enters into a Contract with Contractor, or an ORCPP member that enters into a Contract with Contractor.

"State" for the purposes of this Addendum, means the State of Oregon.

3. Contracts.

3.1 Contract Formation. A Contract entered into between a Purchasing Entity and Contractor is formed by:

3.1.1. A Purchase Order, which describes the Goods to be purchased and contains the following language:

> **THIS PURCHASE IS PLACED AGAINST THE STATE OF WASHINGTON MASTER AGREEMENT NO. 00318. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, OREGONBUYS MASTER BLANKET PURCHASE ORDER NO. <u>PO-10700-00005493</u> APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.**

3.1.2. A Statement of Work, if applicable, that describes the particulars of the Services to be provided by Contractor, such as tasks, deliverables and milestones, the attributes (including requirements) of each deliverable, acceptance criteria, a delivery schedule, and a payment schedule.

3.1.3 Additional insurance requirements, at the option of the Purchasing Entity.

3.1.4 Special terms and conditions applicable to the Goods and/or Services, information, or funding. Special terms and conditions may include specifications, terms and conditions for hosting, security, privacy and data protections, and terms required by state or federal law or regulations (such as a business associate agreement).

3.2 Form of Purchase Order. Purchasing Entities may use their own forms for Purchase Orders. State Agencies may use the general State-approved Purchase Order, substantially in the form attached to this Addendum 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.

3.3 License, Subscription or other Agreements. In the event a Good or Service is governed by additional terms and conditions, Contractor shall submit a copy of such additional terms and conditions to Purchasing Entity for review and acceptance. Purchasing Entity shall have 30 Calendar Days to review and negotiate the terms and conditions with the provider. If Purchasing Entity is unable to accept the additional terms and conditions, Purchasing Entity may terminate the order and receive a full refund of all amounts paid.

3.4 No Third-Party Beneficiaries. DAS PS and Contractor are the only parties to this

Addendum and are the only parties entitled to enforce its terms. Purchasing Entities are intended beneficiaries of this Addendum. The Purchasing Entity and Contractor are the only parties to a Contract, unless the Contract specifically states otherwise, and are the only parties entitled to enforce a Contract's terms. Contractor shall look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Goods and/or Services and the resulting contractual relationship, if any, with each such contracting party. The State bears no liability for and expressly disclaims any liability for purchases made by State Agencies without the authority or authorization described in this Addendum, non-State Agency Purchasing Entities, or any other entity.

3.5 Verification of Purchasing Entities that are ORCPP members. Contractor shall verify that it provides Services under this Addendum only to Purchasing Entities that are ORCPP members or that are State Agencies with appropriate authority or written authorization. Contractor may verify that a particular entity is an ORCPP member on-line at http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx .

4. Payment Provisions.

4.1 All payments will be made in US Dollars. Purchasing Entity's obligation to pay late charges is subject to ORS 293.462.

4.2 Purchasing Entity will not be obligated to make any payment for Goods or Services or other charges that exceed the maximum amount payable under a Contract, unless the maximum additional amount payable is agreed upon in advance and authorized by Purchasing Entity in writing.

4.3 Purchasing Entity will not be obligated to pay any travel expenses unless expressly agreed upon in a Contract. Any Purchasing Entity obligation to pay travel expenses, including transportation, lodging, or meals, is subject to the rates and limitations set under Oregon law. Contracts with the State of Oregon are subject to the rates and limitations of the Statewide Travel Policy, currently found online at: http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf.

4.4 Contractor shall not retain fees paid but not earned if a Contract is terminated prior to its expiration.

5. Funds Available and Authorized/Non-Appropriation. The State of Oregon's and its agencies' payment obligations under Contracts entered into under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract entered into under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Contract from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or any Contract 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. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract entered into under this Addendum.

6. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF). Contractor shall submit Volume Sales Reports (VSRs) and submit Vendor Collected Administrative Fees (VCAF) in accordance with Exhibit No. 5 of this Addendum.

DAS PS may, upon reasonable request during regular business hours, by itself or by a person authorized by it, audit Contractor's records 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.

7. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement, and this Addendum for any Contracts entered into by Purchasing Entities under this Addendum. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to DAS PS and Purchasing Entity that:

7.1 Contractor has the power and authority to enter into and perform this Addendum and each Contract entered into under this Addendum, and that this Addendum and any Contract entered into under this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms.

7.2 All Services to be performed under Contracts entered into under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality will be employed in the performance of the Services.

7.3 Contractor shall transfer to or secure on behalf of Purchasing Entity all rights to use deliverables.

7.4 Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

7.5 All Services and any deliverables are free and clear of any liens or encumbrances, and that Contractor has full legal title or sufficient rights to use any third party intellectual property included in the Services.

7.6 Contractor has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

7.7 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 Purchasing Entity the broadest warranty protection available.

8. Indemnifications.

8.1 General Indemnity**.** Contractor shall defend, save, hold harmless and indemnify the Purchasing Entity 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, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.

8.2 Infringement Indemnity. Contractor shall, at Contractor's sole expense, defend, save, hold harmless and indemnify Purchasing Entities and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs resulting from, relating to, or arising out of a claim that any aspect of the Goods or Services furnished under a Contract 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").

8.3 Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in this Addendum is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity 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 8; however, neither Contractor nor any attorney engaged by Contractor may defend the claim in the name of the State of Oregon or any Purchasing Entity 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.

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

9. Term and Termination of Addendum.

9.1 Term. This Addendum remains in effect until the earlier of (i) the expiration or termination of the Master Agreement, or (ii) expiration or termination of this Addendum in accordance with its terms.

9.2 Termination. DAS PS may terminate this Addendum, in whole or in part, at any time upon 30 calendar days' prior written notice to Contractor.

9.3 In addition, DAS PS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor, or at such later date as DAS PS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

9.3.1 State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Addendum.

9.3.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under this Addendum is prohibited or the State is prohibited from paying for such Service from the planned funding source.

9.3.3 Purchasing Entity does not receive authorization from the State of Oregon's Office of Enterprise Information Services (EIS) or EIS authorization is withdrawn or modified in a way that performance of the Services is prohibited or is no longer in the best interest of the State.

9.3.4 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

9.4 DAS PS' Right to Terminate for Cause. In addition to any other rights and remedies DAS may have under this Addendum, DAS PS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor of Contractor's material breach of this Addendum or under one or more Contracts.

9.5 Upon receipt of written notice of termination, Contractor will stop performance under Contracts if and as directed by State.

9.6 Termination under any provision of this Addendum does not extinguish or prejudice State's or a Purchasing Entity's right to enforce this Addendum or a Contract 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 a Purchasing Entity to indemnification by Contractor.

10. Term and Termination of Contracts.

10.1 Contract Term. The effective date of a Contract may be no earlier than the date it is fully executed and approved in accordance with applicable law. A Contract will remain in effect until the date stated in the Contract, unless terminated or extended in accordance with its terms. A Contract entered into before the expiration or termination of the Master Agreement and this Addendum will continue for the term stated in the Contract unless it is terminated earlier.

10.2 Individual Contracts may be terminated at any time by written consent of Purchasing Entity and Contractor.

10.3 Purchasing Entity may, at its sole discretion, terminate a Contract, in whole or in part, upon 30 calendar days' written notice to Contractor.

10.4 Purchasing Entity may terminate a Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

10.4.1 Purchasing Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Contract.

10.4.2 Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under the Contract is prohibited or Purchasing Entity is prohibited from paying for such Services from the planned funding source.

10.4.3 A Purchasing Entity that is a State Agency does not receive authorization from the EIS or EIS authorization is withdrawn or modified in a way that performance of the Services is prohibited or is no longer in the best interest of the State.

10.4.4 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

10.4.5 Contractor commits any material breach of this Addendum or the Contract.

10.5 Upon receipt of written notice of termination, Contractor will stop performance under the Contract as directed by Purchasing Entity.

10.6 Termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the Contract 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 Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Contract is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of the Contract (including this Addendum) for Services delivered and accepted by Purchasing Entity.

11. Return of Property. Upon termination (including by expiration) of this Addendum or a Contract for any reason whatsoever, Contractor shall immediately deliver to Purchasing Entity all of its property, which includes Purchasing Entity's Confidential Information, Purchasing Entity's data, and any deliverables for which Purchasing Entity has made payment in whole or in part, that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such property is expressed or embodied at that time. Obligations under this section are in addition to Contract terms specifically addressing treatment of property, and data, during the term and following termination or expiration of a Contract.

11.1 Except as necessary to meet Contractor's obligations under Section 21, Access to Records, Contractor shall not retain any copies of Purchasing Entity property or Confidential Information. Contractor shall notify Purchasing Entity of any conditions that make returning all Purchasing Entity property or Confidential Information not feasible. Upon Purchasing Entity's written acknowledgement that returning all property is not feasible, Contractor shall destroy such Purchasing Entity property and provide Purchasing Entity with written certification of destruction of the property.

11.2 Contractor shall maintain protections required by law, this Addendum, or a Contract for any retained Purchasing Entity property for so long as Contractor (including through any subcontractor) retains the property.

12. Compliance with Law.

12.1 Compliance with Law Generally. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor, this Addendum, and Contracts entered into under this Addendum, as may be adopted or modified from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Addendum and Contracts: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. DAS PS' and Purchasing Entities' performance is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

12.2 Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Addendum or a Contract, including the procurement process relating to this Addendum, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State of Oregon under this Contract or any other provision of law.

12.3 Tax Compliance. Contractor certifies that it 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, all Contracts, 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 305.380(4), 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 goods, 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 failure to comply with the provisions of this subsection constitutes a material breach of this Addendum and any Contract. Any failure to comply entitles DAS PS to terminate this Addendum and any Contract, to pursue any or all of the remedies available under this Addendum, a Contract under which an executive department agency is the Purchasing Entity, at law, or in equity, including but not limited to:

- Termination, in whole or in part;
- Exercise of the right of setoff, or garnishment as applicable, and withholding of amounts otherwise due and owing to Contractor, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of this Contract.

This Addendum and Contracts entered into by state executive agencies 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 and related Contracts, or (ii) exercising a right of setoff against Contractor’s compensation for any amounts that may be due and unpaid to State or its political subdivisions for which the Department of Revenue collects debts.

12.4 Changes in Law Affecting Performance. Each party will immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Addendum or a Contract. Each party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within 30 calendar days of the enactment of any such change.

12.5 Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 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 Addendum and a failure to comply constitutes a breach that entitles DAS PS or Purchasing Entity to terminate this Addendum or a Contract for cause.

12.6 Non-Discrimination. The anticipated total value of the Services to be provided under Contracts entered into under this Addendum is $150,000 or more. Therefore, Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Contract.

12.7 Compliance with Executive Order 21-29. Contractor shall comply with EO 21-29. Contractor certifies that for the term of the Addendum or the duration of EO-21-29, whichever expires or terminates first, each Worker who provides goods and services at an Executive Branch Worksite is Fully Vaccinated against COVID-19 unless an exception under paragraph 6 of EO 21-29 applies. The definitions in Exhibit No. 1, Section 2.1 apply to this section. Contractor shall maintain in its records Proof of Vaccination or permitted exceptions under section 6 of EO 21-29 for such Workers providing goods and services at an Execution Branch Worksite. Contractor shall provide written certification of its compliance with EO 21-29 on request of the State. The State reserves the right to request the documentation supporting Contractor's certification. Contractor's compliance with this section is a material term of this Addendum, and Contractor's failure to comply constitutes a breach entitling Agency to terminate this Addendum for cause.

13. Oregon Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity 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 DAS PS or Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to DAS PS' or Purchasing Entity'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.

14. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Addendum or any Contract, 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).

15. **Notices.** Except as otherwise provided in a Contract (including for security incident and breach notifications), any formal communications between Purchasing Entity and Contractor, or notices to be given under a Contract will be given in writing by personal delivery, or an electronic transmission, or the notice of mailing the notice, postage prepaid, at the address set forth in the Contract. Any communication so addressed and mailed will be deemed to have been received five calendar days after mailing. Any communication delivered electronically 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 electronic transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Contract. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

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

16. **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 Contracts, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

17. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between the State of Oregon (including DAS PS, Purchasing Entities who are State Agencies, OCRPP Purchasing Entities who are Oregon executive department agencies, and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Addendum or a Contract 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 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 the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or a State Agency that arise from or are related to individual Contracts 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 Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity 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 ofOregon.

18. 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 Contract. A Purchasing Entity may withhold final payment under a Contract until Contractor has provided the Oregon Department of Revenue with the required information.

19. 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.

20. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any 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 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.

21. **Access to Records**. Contractor will maintain all fiscal records relating to its performance under this Addendum and each Contract in accordance with generally accepted accounting principles and will maintain any other records relating to its performance in such a manner as to clearly document Contractor's performance. Purchasing Entity, the State and its agencies, and the Oregon Secretary of State Audits Division and its 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 Purchasing Entities. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law following final payment and termination of this Addendum and all Contracts entered into under this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum or any Contract, whichever date is later.

22. **Severability.** If any term or provision of this Addendum or any Contract 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 or Contract did not contain the particular term or provision held to be invalid.

23. **Survival.** Any terms of this Addendum or any Contract, which by their nature are intended to survive termination or expiration do so survive. Terms include but are not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions.

24. **Insurance.** No later than ten days following the Effective Date, Contractor must provide insurance as set forth on Exhibit No. 2, Insurance, of this Addendum. No Contracts may be placed or accepted until proof is provided that these requirements have been met. A Purchasing Entity may require additional amounts or types of insurance under a Contract.

25. **Amendments**. This Addendum may only be modified in writing agreed to and executed by the parties and approved in accordance with applicable law. A Contract may only be modified in writing agreed to and executed by the parties and approved in accordance with applicable law.

26. **Security and Privacy.** Unless this Addendum or a Contract specifies otherwise, Contractor shall comply with the following security and privacy requirements:

26.1 Ownership of Data. Any information Contractor or its employees or agents receives or creates relating to Purchasing Entity or Purchasing Entity's clients (Data) is owned by Purchasing Entity. Purchasing Entity hereby grants Contractor a license to use Data to fulfill the purposes of this Addendum or a Contract under which Data is accessed, and otherwise only as specifically described in the Addendum or Contract. Contractor hereby irrevocably assigns, transfers and conveys, and will cause its employees, subcontractors and agents to assign, transfer and convey without further consideration all right, title, and interest in Data to Purchasing Entity. Upon request by Purchasing Entity, Contractor will or will cause the execution and delivery of any documents that may be necessary to preserve or enable Purchasing Entity to enforce, its rights with respect to its Data.

26.2 Requests for Data. In the event Contractor receives a third-party request for Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Purchasing Entity notice and provide such information as may reasonably be necessary to enable Purchasing Entity to take action to protect its interests.

26.3 Privacy and Security Training. Contractor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating to the Services.

26.4 Limited Purposes. Contractor shall limit the use or disclosure of Data to persons directly connected with the administration of the Addendum or the related Contract.

26.5 No Overseas Access, Storage, or Transmission. Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

26.6 Prohibition on Data Mining. Contractor shall not capture, maintain, scan, index, share or use Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Addendum or a Contract.

26.7 Privacy Protections. The information exchanged with Contractor may include Data subject to specific confidentiality protections under state or federal law, and the implementing regulations of those laws. Contractor, its employees, agents, and contractors shall comply with laws and regulations applicable to the information, including as those laws and regulations may be updated from time to time. Contractor shall maintain protections required by law, this Addendum, or an applicable Contract for any retained Data for so long as Contractor (including through any third party) retains it.

26.8 Access. Contractor shall not suspend a Purchasing Entity's access to its Data at any time during the term of the applicable Contract or the post-termination access period.

26.9 Post-Termination Access to Data. Upon Contract termination (including by expiration), Contractor shall, at the Purchasing Entity's discretion, either return all Data to Purchasing Entity (or delegate) in an agreed-upon format, or ensure Purchasing Entity has access and the ability to retrieve its Data for at least a 90 calendar day period following termination. This 90-day period will be at no additional charge to Purchasing Entity. Contractor shall not retain any copies of Purchasing Entity's Data following Purchasing Entity's written verification that it no longer requires post-termination access, except as necessary for audit verification purposes.

26.10 Sanitization. Subject to Section 21, Access to Records, Contractor shall not retain any copies of a Purchasing Entity's Data following its written authorization to destroy Purchasing Entity property that cannot be returned following the Term of a Contract. Contractor shall notify Purchasing Entity of any conditions that make returning all Data not feasible. Upon

Purchasing Entity's written acknowledgement that returning all Data is not feasible and its consent, Contractor shall purge or destroy retained Data in all its forms (including copies of returned Data) in accordance with the most current version of NIST SP 800-88 or other agreed-upon standard and provide Purchasing Entity with written certification of sanitization.

26.11 Incidents and Breaches. In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach of security or privacy, Contractor shall immediately notify the affected Purchasing Entity's point of contact (or delegate) of the issue. Breaches include a failure to comply with Contractor's confidentiality obligations. If Purchasing Entity determines that a breach requires notification of its clients, or other notification required by law, Purchasing Entity will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.

26.12 Confidentiality Related to Security and Privacy. Notwithstanding the provisions of the Master Agreement, Contractor acknowledges that, it and its employees, subcontractors or agents in the course of this Addendum and any Contract may be exposed to or acquire information that is confidential to DAS PS, Purchasing Entity, or Purchasing Entity's clients, and such information is Confidential Information as described in the Master Agreement. Contractor shall maintain the confidentiality of such Confidential Information. Confidential information does not include:

- Information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation by Contractor;
- Information subsequently and rightfully received from third parties who have the necessary rights to transfer the information without any obligation of confidentiality;
- Information that was known to Contractor prior to the Effective Date of the Addendum or a Contract without obligation of confidentiality;
- Information that is independently developed by Contractor and documented in writing without use of, or reference to, any Confidential Information; and
- Subject to Contractor's obligation to provide notice under this Addendum, information required to be disclosed by compulsory judicial or administrative process or by law or regulation.

26.13 Compliance with Laws, Regulations, and Policies Related to Security and Privacy. Contractor shall comply with all applicable state and federal laws and regulations, and Purchasing Entity policies governing use and disclosure of Data, including as those laws, regulations, and policies may be updated from time to time. Applicable State of Oregon Laws, Regulations and Policies include the following:

- Oregon's Statewide Information Security Standards: https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf
- Oregon's Statewide Information Security Plan, https://www.oregon.gov/das/OSCIO/Pages/SecurityGuidance.aspx .
- Oregon's Statewide Policies: www.oregon.gov/das/Pages/policies.aspx#IT .

26.14 Contractor shall comply with the Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628. For purposes of OCIPA, Contractor is a vendor.

26.15 Background Checks. Contractor shall complete a criminal background check on its employees, agents, and contractors providing Services and who have access to Data. Upon reasonable written request of DAS PS or a Purchasing Entity, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing Services.

26.16 Network and Services. Contractor networks and systems and Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup. Contractor shall not transfer or materially modify the location or access restrictions on its networks or systems or Data without advance written consent from DAS PS and any affected Purchasing Entity.

Exhibit No. 2
Insurance

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 2 prior to performing under any Contract, and shall maintain it in full force and at its own expense throughout the duration of this Addendum and any Contract, 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 DAS PS and Purchasing Entity. 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.

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.

Contractor shall provide Technology Errors & Omissions insurance in an amount of not less than $3,000,000 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 Contract. This insurance must include 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. This insurance must also include coverage for unauthorized disclosure, access or use of Purchasing Entity 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.

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.

2. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

3. ADDITIONAL INSURED.

The Commercial General Liability, and Automobile Liability insurance required under this Contract 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 and any Contract. 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 07 04 or equivalent.

4. 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 24 (twenty-four) 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 24 months following the later of (i) Contractor's completion and Purchasing Entity's acceptance of all Services required under all Contracts entered into under this Addendum, or, (ii) The expiration of all warranty periods provided under a Contract entered into under this Addendum.

5. CERTIFICATE(S) AND PROOF OF INSURANCE.

Contractor shall provide to DAS PS and any requesting Purchasing Entity Certificate(s) of

Insurance for all required insurance before delivering any goods or performing any Services required under this Addendum or any Contract entered into under this Addendum. 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 DAS PS and any Purchasing Entity party to a Contract has the right to request copies of Certificate(s), including all required endorsements or copies of applicable policy language effecting coverage required by this Contract.

6. NOTICE OF CHANGE OR CANCELLATION.

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

7. INSURANCE REQUIREMENT REVIEW.

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

Exhibit No. 3
Contractor Data

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): Sabre Communications Corporation

Street address: 7101 Southbridge Drive

City, state, zip code: Sioux City, IA 51111

Email address: rvernon@sabreindustries.com

Telephone: (443) 282 – 8671 Fax: ( )

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?
(Check one box): ☐ YES ☒ NO

Business Designation: (*Check one box*):

☐ Professional Corporation	☐ Nonprofit Corporation	☐ Limited Partnership
☐ Limited Liability Company	☐ Limited Liability Partnership	☐ Sole Proprietorship
☒ Corporation	☐ Partnership	☐ Other

Exhibit No. 4 – Purchase Order

STATE OF OREGON	PURCHASE ORDER (PO) NO.	PAGE #

Purchasing Entity's Authorized Representative	Purchase Order Date	Requisition No.

Contractor Name and Address		Purchasing Entity's Invoicing Address
Contractor FEIN	Price Agreement number	Purchasing Entity's Authorized Representative Email Address
Deliver to Address		Purchasing Entity's Authorized Representative Phone and Fax Number
		Delivery Schedule or Delivery Date

Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	

THIS PURCHASE IS PLACED AGAINST THE STATE OF WASHINGTON MASTER AGREEMENT NO. 00318. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM ENTERED INTO BY THE STATE OF OREGON, OREGONBUYS MASTER BLANKET PURCHASE ORDER NO. PO-10700-00005493 APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

Purchasing Entity's Authorized Representative to Make Purchase	Date

Exhibit No. 5

Vendor Collected Administrative Fee (VCAF)/Volume Sales Report (VSR)

1. Volume Sales Reports (VSRs). Pursuant to the process defined by DASPS found at: https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx 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 DAS, 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 DAS.

The VSR must 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."

2. Vendor Collected Administrative Fee (VCAF).

2.1. Vendor Collected Administrative Fee (VCAF) Percentage. Pursuant to the process defined by DAS and published at https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx , Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's Gross total sales, less any credits, made to Purchasing Entities during the reporting period.

2.2. Contractor may not reflect the VCAF fee as a separate line item charge to Purchasing Entities. Contractor's prices must reflect all Contractor's charges to Purchasing Entities.

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.