

PARTICIPATING ADDENDUM

PO-10700-00015277

("Addendum")



OFFICE SUPPLIES

Led by the State of Oregon

Master Agreement #: PO-10700-00012991

Contractor: Staples Contract & Commercial, LLC

Participating Entity: State of Oregon

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other Participating Addenda or the Master Agreement itself.

Order of Precedence:

- 1) This Participating Addendum less its exhibits
- 2) Exhibit 1 –Changes to Master Agreement Oregon-Specific Constitutional, Statutory and Other Requirements
- 3) Exhibit 2 - Insurance
- 4) Exhibit 3 – Purchase Order Form
- 5) Master Agreement and its exhibits
- 6) Any terms and conditions published by Contractor on or after the Effective Date of this Participating Addendum or any terms presented to an end user in a 'click wrap' or similar end user agreement.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for office supplies. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

2.1. Multiple Award Selection Methodology. In the event of a multiple award of Master Agreements, the State of Oregon may elect not to enter into a Participating Addendum with each of the awardees. In the event the State of Oregon elects not to enter into a Participating Addendum with each of the awardees, the State of Oregon, after applying all applicable State of Oregon statutory preferences, may enter into a Participating Addendum with the three highest ranked Proposers who provide Products or Services on a national

level, and in addition the State of Oregon may enter into a Participating Addendum with the three highest ranked Proposers who provide Products or Services in the State of Oregon only.

2.2. Purchasing Entity Selection Process for State Agencies. In the event the State of Oregon elects to enter into a Participating Addendum with more than one of the awardees of Master Agreements, a Purchasing Entity, **that is a state agency**, using the State of Oregon's Participating Addenda will use one the following three processes to make its selection of a provider among the holders of State of Oregon Participating Addenda:

- 1) **Highest Ranked Proposer in response to the RFP that holds an Oregon Participating Addendum:** Purchasing Entity may issue purchase orders or contracts for Goods to the awardee who received the highest total points in response to the RFP and was awarded a Participating Addendum in Oregon;

or

- 2) **Highest Ranked Proposer in Market Basket Comparison:** Purchasing Entity, on an annual basis (beginning upon the Effective Date of the Participating Addendum and then on each anniversary date thereafter) may make a selection to be effective for the entire contract year period, as follows:
 - (a) Purchasing Entity creates its own market basket comprised of up to 100 most-used products;
 - (b) Purchasing Entity defines the criteria most important to it in the selection of a provider, such as: price, functionality, accounting/invoicing issues, use, availability, past performance;
 - (c) Purchasing Entity obtains prices for the market basket items from each of the providers;
 - (d) Purchasing Entity evaluates and scores the market basket from each provider;
 - (e) Purchasing Entity applies all applicable preferences; and
 - (f) Purchasing Entity acquires the products from the highest-ranking provider from its market basket scoring.

or

- 3) **Cost Comparison:** Purchasing Entity may conduct a product-specific comparison based upon price.

Purchasing Entity must document its selection process in its procurement file.

Purchasing Entities that are agencies of the State of Oregon under DAS PS procurement authority may purchase Goods under this Addendum for any dollar amount without further delegation of procurement authority from DAS PS. Notwithstanding the foregoing DAS PS delegation, Purchasing Entities that are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval, as may be required.

3. Term:

This Participating Addendum shall become effective as of the date of the last signature below ("Effective Date") and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Chris Newhouse
Address:	82 E. North Canyon Road
Telephone:	801-543-9867
Email:	Chris.newhouse@staples.com

PARTICIPATING ENTITY:

Name:	Keri Ashford
Address:	1225 Ferry Street SE, Salem, Oregon 97301
Telephone:	(971) 349-2399
Email:	keri.a.ashford@das.oregon.gov

Participating Entity Modifications and Additions to the Master Agreement

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions and Exhibit 1, Changes to Master Agreement Oregon-Specific Constitutional, Statutory and Other Requirements; Exhibit 2, Insurance; Exhibit 3, Purchase Order Form; and Exhibit 4, Vendor-Collected Administrative Fee/Volume Sales Report are incorporated herein.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addenda or the Master Agreement itself.

5. Lease Agreements: Leasing and financing are not available under this Participating Addendum.
6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. Orders: Any order placed by a Participating Entity or a Purchasing Entity for a Good offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
8. Merger, Integration: This Participating Addendum, the above referenced Master Agreement and their exhibits constitute the entire agreement between the parties on the subject matter hereof. This Participating Addendum specifically supersedes Participating Addendum

Number 5739 dated January 5, 2015 between DAS PS and Contractor. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Participating Addendum.

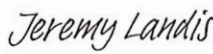
IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

**The State of Oregon, acting by and
Through the Department of Administrative
Services, Procurement Services**

CONTRACTOR

Staples Contract & Commercial, LLC

Signature: 	Signature: 
Name: Keri Ashford	Name: Jeremy Landis
Title: State Procurement Analyst	Title: VP Gov & Ed
Date: 2/14/2023	Date: Feb 7, 2023

For questions regarding NASPO ValuePoint Participating Addenda, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addenda must be submitted via email in PDF format to pa@naspovaluepoint.org.

Exhibit 1
Changes to Master Agreement Oregon-Specific Constitutional, Statutory and Other Requirements

1. Incorporation of Master Agreement. Participating State and Purchasing Entities are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Participating Addendum, subject to the Oregon-specific constitutional, statutory and other requirements set forth herein.

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

ORCPP is the State of Oregon's Cooperative Purchasing Program. ORCPP members are authorized to use DAS PS statewide agreements. ORCPP members include: State Agencies not subject to DAS PS purchasing authority, 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.

Protected Class means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age.

State Agency or State Agencies means boards, commissions, departments, or agencies of the State of Oregon, whose costs are paid, in whole or in part from funds held in the State Treasury.

3. Purchase Orders.

3.1 Eligible Purchasing Entities. All state agencies under DAS PS procurement authority; and all state agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities that are members of the Oregon Cooperative Purchasing Program (ORCPP), are eligible to acquire Goods under this Participating Addendum.

3.2 Verification of Purchasing Entities. Contractor shall verify that it provides Goods and Services under this Participating Addendum only to eligible Purchasing Entities. 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>.

3.3 Effect of Purchase Orders. The State is only liable for purchases under Purchase Orders issued by State of Oregon agencies. Other Purchasing Entities are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by non-State Agency Purchasing Entities or any other entity.

4. Third Party Agreements. To the extent any Goods or Services are subject to the provisions of a third-party license agreement, subscription agreement, maintenance and support agreement or any other third party agreement, Contractor shall provide Purchasing Entity with a copy of any such third party agreement. Purchasing Entity shall have thirty (30) calendar days to review the agreement. Purchasing Entity may accept the terms of the agreement, reject the terms, or attempt to negotiate the terms with the third-party provider. In the event Purchasing

Entity rejects the terms or is unable to come to agreement with the third-party provider, Purchaser Entity may revoke the Purchase Order and will be entitled to a full refund of all amounts paid and will not be subject to any early termination fees.

5. Payment Provisions; Expenses. All payments are subject to ORS 293.462. Purchasing Entity will not be obligated to pay any travel expenses unless expressly agreed upon in a Purchase Order. Any 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>.

6. Funds available and authorized/non-appropriation. The State of Oregon's and its agencies' payment obligations under this Participating 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 Purchase Order issued under this Addendum. Contractor is not entitled to receive payment under this Participating Addendum or any Purchase Order from any part of Oregon state government other than Purchasing Entity. Nothing in this Participating Addendum or Purchase 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. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Purchase Order issued under this Participating Addendum.

7. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF). Contractor shall submit volume sales reports and vendor-collected administrative fees in the amount of 2% of Contractor's gross total sales, less any credits or refunds, in accordance with the requirements set forth at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>.

8. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Participating Addendum. The warranties set forth in the Master Agreement are in addition to, and not in lieu of, any other warranties provided by law. All warranties are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

9. Dispute Resolution. Any dispute between the parties under this Participating Addendum that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.

10. Control of Defense and Settlement. Each Party shall indemnify ("Indemnifying Party") the other ("Indemnified Party") according to this section. Indemnifying Party's obligation as set forth in the Master Agreement, but now mutual, is conditioned on Indemnified Party providing to Indemnifying Party prompt notification of any claim or potential claim of which Indemnified Party becomes aware. Indemnified Party shall have control of the defense and settlement of any claim that is subject to indemnification; however, neither Indemnifying Party nor any attorney engaged by Indemnifying Party shall defend the claim in the name of the Indemnified Party, nor purport to act as legal representative of the Indemnified Party or any of its agencies, without the approval of the Indemnified Party, nor shall Indemnifying Party settle any claim on behalf of the

Indemnified Party without the approval of the Indemnified Party. The Indemnified Party may, at its election and expense, assume its own defense and settlement in the event that the it determines that Indemnifying Party is prohibited from defending the Indemnified Party, is not adequately defending the Indemnified Party's interests, or that an important governmental principle is at issue and the Indemnified Party desires to assume its own defense.

11. Limitation of Liability. The Participating State's or a Purchasing Entity's indemnification obligations to Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.60 to 30.300). The Contractor's indemnification obligations to the Participating State and any Purchasing Entity is limited to the aggregated price of Goods and Services delivered under all POs or ordering instruments issued under this Participating Agreement in the preceding 12 months.

12. Insurance. Within ten (10) days of the Effective Date, Contractor shall deliver to DAS PS a certificate evidencing the insurance coverage set forth on Exhibit No. 2. No Purchase Orders may be placed or accepted until proof is provided that these requirements have been met. Purchasing Entities may request additional insurance coverage, as necessary.

13. 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 Participating Addendum or a Purchase Order under this Participating 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 PARTICIPATING ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS PARTICIPATING 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 an Purchasing Entity other than the State of Oregon or State Agency that arise from or are related to individual Purchase Orders or this Participating 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 of Oregon.

14. 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 Purchasing Entity is prevented from exercising its rights under this Participating 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 Purchasing Entity 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 Purchase Order to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing goods or services.

15. Term and Termination of Participating Addendum.

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

15.2 Termination. In addition to its termination rights under the Master Agreement, DAS PS may terminate this Participating Addendum, in whole or in part, at any time upon thirty (30) days prior written notice to Contractor.

16. Termination of Individual Purchase Orders. In addition to its termination rights under the Master Agreement, Purchasing Entity may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, upon 30 days written notice to Contractor, or Purchasing Entity and Contractor may mutually agree to terminate a Purchase Order at any time by written consent.

17. 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 Participating Addendum and resulting Purchase Orders, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

18. Compliance with Law.

18.1 General. In addition to the compliance of law provisions of the Master Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to Contractor or to the Goods or Services ordered under this Participating Addendum or any Purchase Order, as may be adopted or amended from time to time. Further, a Purchasing Entity's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

18.2 Pay Equity. 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 Participating Addendum and a failure to comply constitutes a breach that entitles DAS PS or Purchasing Entity to terminate this Participating Addendum or a Purchase 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.

18.3 False Claims. Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Participating Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any material statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Participating

Addendum or the Purchase Orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

18.4 Non-Discrimination. 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 Participating Addendum and each Purchase Order.

18.5 Undisclosed Debt; Tax Compliance and Certification. By executing this Participating Addendum, the undersigned certifies under penalty of perjury that, to the best of the individual's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions, and Contractor complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state, and Contractor shall, for the term of this Participating 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 apply to Contractor, to Contractor's property, operations, receipts, or income, or to Lessor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that apply 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 violation of this provision will be considered a material breach of this Participating Addendum and applicable Purchase Orders. DAS PS and Purchasing Entity, as applicable, may pursue any and all remedies set forth in the Master Agreement, including termination of this Participating Addendum or a Purchase Order.

This Participating 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 and debt due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Lease, or (ii) exercising a right of setoff against Contractor's compensation relating to this Lease 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.

19. Security and Data Privacy Laws. In addition to the confidentiality provisions set forth in the Master Agreement, Contractor and all Contractor employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of State Agency Purchasing Entity information and data and access to State of Oregon information assets, including as those laws, regulations, and policies may be updated from time to time.

20. Application of Public Records Law. Participating State or Purchasing Entity's obligations of confidentiality, if any, are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 – 646.475.

21. Recycled Products. To the maximum extent economically feasible in the performance of this Participating Addendum or any Purchase Order, Contractor will use 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)).

22. 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 Participating Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Participating Addendum or any Purchase Order. A Purchasing Entity may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

23. 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 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 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.

24. Access to Records. Contractor will maintain all fiscal records relating to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders in such a manner as to clearly document Contractor's performance thereunder. The Purchasing Entity, 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 Participating 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 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 Participating Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Participating Addendum, whichever date is later.

25. Compliance with Executive Order 21-29. Contractor shall comply with EO 21-29. Contractor certifies that for the term of the Participating 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 Section 2.1 ("Special Definitions for Interpreting EO 21-19 Obligations") 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 Executive Branch Worksite. Contractor shall provide written certification of its compliance with EO 21-29 on request of the State of Oregon. The State of Oregon reserves the right to request the documentation supporting Contractor's certification. Contractor's compliance with this section is a material term of this Participating Addendum, and Contractor's failure to comply constitutes a breach entitling DAS PS to terminate this Participating Addendum for cause.

Exhibit 2 Insurance

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 2 prior to performing under this Participating Addendum and shall maintain it in full force and at its own expense throughout the duration of this Participating Addendum and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS. Coverage shall 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.

Purchasing Entity may request additional insurance coverage, as necessary.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY. All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Participating Addendum including Employers' Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written with a General Liability of \$1,000,000 per occurrence. Annual aggregate limit shall not be more than \$2,000,000.00. Staples carries Umbrella insurance with a \$10,000,000 limit.

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage.

PROFESSIONAL LIABILITY. Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Participating Addendum in an amount not less than \$ 1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Participating Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Participating Addendum.

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 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 Participating Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and DAS PS' acceptance of all Services required under this Participating Addendum, or, (ii) The expiration of all warranty periods provided under this Participating Addendum.

CERTIFICATE(S) AND PROOF OF INSURANCE. Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any Goods required under this Participating Addendum. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance DAS PS has the right to request copies of insurance policies relating to the insurance requirements in this Participating Addendum.

NOTICE OF CHANGE OR CANCELLATION. Contractor or its insurer must provide at least 30 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).

INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by DAS PS under this Participating Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS PS.

**Exhibit 3
Purchase Order Form**

		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 MA #PO-10700-0012991, PA #PO-10700-00015277		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 Order is subject to Master Agreement #PO-10700-00012991, and Participating Addendum #PO-10700-00015277. The terms and conditions contained in the Participating Addendum apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.							
Purchasing Entity's Authorized Representative to Make Purchase					Date		

