Participating Addendum

OregonBuys Master Blanket Purchase Order #PO-10700-00014971

Amendment No. 1

ARIZONA Master Agreement #: CTR060028

Contractor: SHI International Corp.

Participating Entity: The STATE OF OREGON

This Amendment No. 1 ("Amendment") to the Participating Addendum ("PA") to the above referenced Master Agreement is made and entered into by and between the State of Oregon ("State") acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") and SHI International Corp., a New Jersey corporation ("Contractor") and is dated and effective as of the date of last party signature below.

Recitals

The Parties wish to amend this PA to update Exhibit A and add Microsoft Only Category products and services.

The Parties agree to amend this PA amended as follows (**<u>added language is bold and underlined</u>**, deleted language is indicated through ~~strikethrough font)~~:

1. Section 1 of the PA is amended to include the Microsoft Only Category of Products and Services, along with the General Category of Products and Services.

2. Exhibit A is replaced with Revised Exhibit A to include changes in the discount pricing in the General Category and to add Microsoft Only Category of Products and Services, including pricing.

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

Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a); (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of: (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; and;. (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

IN WITNESS WHEREOF, the Parties have executed this Amendment #1 to the Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services Debbie Davis	Signature: DocuSigned by: Kristina Mann EA418E789F09404...
Name: Debbie Davis	Name: Kristina Mann
Title: IT Procurement Strategist	Title: Sr. Manager - Contracts
Date: 6/30/2023	Date: 6/30/2023

Oregon Department of Justice
Approved pursuant to ORS 291.047
By: Karen Johnson via email dated 5/24/2023

Exhibit A

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) - Discount off MSRP Pricing Model
State of Oregon
Contract# CTR060028

Publisher	Minimum Discount off Manufacturer's Suggested Retail Price (MSRP)
All publishers except Microsoft	
Tier I Publishers (Key Itemized Publishers)	
Adobe	-1.00%
CA Technologies	-1.00%
Cisco	8.00%
Commvault	3.00%
IBM	-2.00%
Red Hat	-2.00%
Splunk	-1.00%
Tableau	-2.00%
Veeam	-1.00%
VMWare	3.00%
Tier II Publishers (Other Itemized Publishers)	
Autodesk	-1.00%
Barracuda Networks	-1.00%
BMC Software	-1.00%
Check Point Software	3.00%
Cherwell	-1.00%
Citrix	-1.00%
Chatsworth Products (CPI)	3.00%
Crowdstrike	-1.00%
Dell	3.00%
Delphix	3.00%
Docusign	-1.00%
Dynatrace	-1.00%
Forcepoint	3.00%
Fortinet	-1.00%
Google	-1.00%
Informatica	-1.00%
Ivanti	3.00%
Knowbe4	-1.00%
Mcafee	3.00%
Micro Focus	-2.00%
Mulesoft	3.00%
Netmotion	-1.00%
Okta	-2.00%
Opentext	-1.00%
Progress Software	3.00%
Proofpoint	3.00%
Quest Software	3.00%

Rapid7	-1.00%
RSA Security	-1.00%
Salesforce	-2.00%
SAP	3.00%
Solarwinds	3.00%
Sophos	3.00%
Spillman	3.00%
Symantec	8.00%
Tenable	-1.00%
Trend Micro	-1.00%
Varonis	-1.00%
Veritas	-2.00%
Zoho	-2.00%
Non-itemized Publishers	
All other publishers	-2.00%

Microsoft Offerings

Itemized Microsoft Offerings	
EMS E5	13.00%
G1	13.00%
G2	18.00%
G3	13.00%
G5	13.00%
Govt E4	18.00%
Advanced Threat Protection	13.00%
Power BI	13.00%
Exchange Online	13.00%
Kiosk F3 Now	13.00%
Dynamics	13.00%
PowerApps	13.00%
Project Online	13.00%
Azure	8.00%
All Other Microsoft Offerings	
SaaS*	10.00%
On-Premise*	14.50%
Resold In-scope Professional Services	
- Ongoing maintenance & support services not included in software license agreement	18.00%
- Deployment services	18.00%
- Architectural design services	18.00%
- Training deployment services	18.00%
All other resold in-scope professional services	18.00%

Services (excluding Microsoft)

Publisher provided Services	-2.00%
Other 3rd party provided services	-2.00%

Other SHI provided services	-2.00%

Reseller Services	**Hourly Rate**
Asset Management	$300.00
Solutions Architect	$225.00
Senior Solutions Architect	$250.00
Program Engagement Manager	$125.00
Project Leader	$125.00
Project Manager	$125.00
Senior Project Manager	$175.00
All Other In-Scope Reseller Services	$300.00

Oregon Participating Addendum
OregonBuys Master Blanket Purchase Order #PO-10700-00014971
Software Value Added Reseller (SVAR)

ARIZONA Master Agreement #: CTR060028

Contractor: SHI, INC.

Participating Entity: The STATE OF OREGON

This Participating Addendum to the above referenced Master Agreement ("Participating Addendum" or "Addendum") is made and entered into by and between the State of Oregon ("State") acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") and SHI, Inc., a New Jersey corporation ("Contractor") and is dated and effective as of the date of last party signature below.

Scope and Participation:

1. **Scope**: This Participating Addendum includes the entire scope of the goods, 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 addendums or the Master Agreement itself.

   The Software Value Added Reseller offered under this Participating Addendum and any related pricing are described in Exhibit A attached hereto.

2. **Participation**: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). 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.

   This Participating Addendum establishes a price agreement between Contractor and DAS PS pursuant to ORS 279A.200 et seq. for the benefit of state agencies and members of the Oregon Cooperative Purchasing Program located in Oregon, excepting U.S. federal government entities ("Purchasing Entities") for the acquisition Software and related services ("Products" and "Services") from qualified Software Value Added Resellers (SVAR).

3. **Order of Precedence:** In the event of a conflict between the terms and conditions of this Participating Addendum and its Exhibits or the Master Agreement and any preprinted Contractor forms, product guides or descriptions, terms and conditions on Contractor's website, browse-wrap, shrink-wrap, click-wrap or any other non-negotiated terms or conditions, the following order of precedence applies:

   1) This Participating Addendum, less its exhibits;

2) Exhibit E – Federal Terms and Conditions;
3) Exhibit F - State of Oregon Information Security Terms;
4) Exhibit B - Contract Terms and Conditions;
5) Exhibit A – Products and Services; Pricing Discounts
6) The Master Agreement, including its attachments;
7) Exhibit C – Additional Required Insurance;
8) Exhibit D – Contractor Data;
9) Any preprinted Contractor forms, product guides or descriptions, terms and conditions on Contractor's website, browse-wrap, shrink-wrap, click-wrap or any other non-negotiated terms or conditions

4. **Not Exclusive; Award of Participating Addenda:** The Participating Addendum is not exclusive. Purchasing Entities may purchase products and services that are the same or similar to those described in the Participating Addendum from any other source, and Contractor may furnish such products or services to any third party.

   In the event of a multiple award of Master Agreements under the Solicitation, the State of Oregon intends to enter into a Participating Addendum with one or more of the awardees of Master Agreement. 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, after applying all applicable State preferences, the State of Oregon may enter into a Participating Addendum with the three highest ranked Proposers who provide Goods, 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 Goods, Products or Services in the State of Oregon only.

5. **Term:** This Participating Addendum shall become effective as of the date of the last signature below 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.

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

CONTRACTOR:

PARTICIPATING ENTITY:

Name:	SHI International Corp. Attn: Nicole Rasky
Address:	290 Davidson Ave. Somerset NJ 08873
Telephone:	732-584-8227
Email:	Naspo_svar@shi.com

Name:	Debbie Davis, IT Procurement Strategist
Address:	1225 Ferry Street SE U140, Salem, Oregon 97301
Telephone:	(971) 770-1100
Email:	debbie.m.davis@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 the provisions set forth in Exhibits A, B, C, D, E, and F:**

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 addendums or the Master Agreement itself.

7. **Lease Agreements and Alternate Financing Methods**: Section 45 of the Master Agreement permits leasing and alternative financing methods. Leasing and alternative financing methods are approved for use under this Participating Addendum. The terms and conditions of the lease or financing arrangement will be separately negotiated and set forth in an agreement between the Contractor and Purchasing Entity.

8. **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.

9. **Orders:** From time to time, Purchasing Entities may submit orders to Contractor to purchase Software Products and Services available under this Participating Addendum, at the prices and discounts set forth in Exhibit A and as further specified in the order. Each such order, in combination with the terms and conditions set forth or referenced herein and in the Master Agreement, will form a contract between the Purchasing Entity submitting the order and Contractor to provide the Software Products and Services described in the order (each, a "Contract"). Each Contract is separate and distinct from other purchases by the same or other

Purchasing Entities, but all such Contracts are subject to the terms of the Master Agreement and this Participating Addendum. DAS PS will not be a party to nor bound to any of the obligations in a Contract, unless the Purchase Order that formed the Contract was submitted to Contractor by DAS PS for the benefit of DAS.

If Purchasing Entity enters into a Contract that includes the purchase of Services, the Contract may also include a Statement of Work describing those Services. Such a Statement of Work will, when attached to the applicable order, become part of the Contract for the Software Products and Services, described in the order.

Any order placed by Participating Entity or a Purchasing Entity for a product or service 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. Exhibits A, B, C, D, E and F to this Participating Addendum contain terms and conditions, in addition to those set forth in the Master Agreement that are applicable to individual Contracts between Contractor and Purchasing Entities. The provisions of the Master Agreement apply to this Participating Addendum and each Contact.

Purchasing Entities are entitled to rely upon all the representations and warranties and shall have the same rights, responsibilities and benefits under their Contracts as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such rights are defined in the Master Agreement and this Participating Addendum.

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

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services Debbie Davis	Signature: DocuSigned by: Kristina Mann EA418E789F09404...
Name: Debbie Davis	Name: Kristina Mann
Title: IT Procurement Strategist	Title: Sr. Manager - Contracts, Legal
Date: 3/10/2023	Date: 3/8/2023

EXHIBIT A
PRODUCTS AND SERVICES; PRICING DISCOUNTS

	PUBLISHERS	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Tier I Publishers (Key Itemized Publishers)	
1	ADOBE	1.00%
2	CA TECHNOLOGIES	1.00%
3	CISCO	10.00%
4	COMMVAULT	5.00%
5	IBM	0.00%
6	RED HAT	0.00%
7	SPLUNK	1.00%
8	TABLEAU	0.00%
9	VEEAM	1.00%
10	VMWARE	5.00%
	Tier II Publishers (Other Itemized Publishers)	
11	AUTODESK	1.00%
12	BARRACUDA NETWORKS	1.00%
13	BMC SOFTWARE	1.00%
14	CHECK POINT SOFTWARE	5.00%
15	CHERWELL	1.00%
16	CITRIX	1.00%
17	CHATSWORTH PRODUCTS (CPI)	5.00%
18	CROWDSTRIKE	1.00%
19	DELL	5.00%
20	DELPHIX	5.00%
21	DOCUSIGN	1.00%
22	DYNATRACE	1.00%
23	FORCEPOINT	5.00%
24	FORTINET	1.00%
25	GOOGLE	1.00%
26	INFORMATICA	1.00%
27	IVANTI	5.00%
28	KNOWBE4	1.00%
29	MCAFEE	5.00%
30	MICRO FOCUS	0.00%
31	MULESOFT	5.00%

32	NETMOTION	1.00%
33	OKTA	0.00%
34	OPENTEXT	1.00%
35	PROGRESS SOFTWARE	5.00%
36	PROOFPOINT	5.00%
37	QUEST SOFTWARE	5.00%
38	RAPID7	1.00%
39	RSA SECURITY	1.00%
40	SALESFORCE	0.00%
41	SAP	5.00%
42	SOLARWINDS	5.00%
43	SOPHOS	5.00%
44	SPILLMAN	5.00%
45	SYMANTEC	10.00%
46	TENABLE	1.00%
47	TREND MICRO	1.00%
48	VARONIS	1.00%
49	VERITAS	0.00%
50	ZOHO	0.00%
	Non-itemized Publishers	
51	All other publishers	0.00%
		HOURLY RATE
52	**Reseller Services**	
53	- Asset management	$300.00
54	- Solutions architect	$225.00
55	- Senior solutions architect	$250.00
56	- Program engagement manager	$125.00
57	- Project leader	$125.00
58	- Project manager	$125.00
59	- Senior project manager	$175.00
60	All other in-scope reseller services	$300.00
A	Average Tier I Publishers Discount:	2.40%
B	Average Tier II Publishers Discount:	2.60%
C	Non-itemized Publishers Discount	0.00%
D	Average Reseller Services Hourly Rate:	$203.13

	OPTIONAL SERVICES	MINIMUM DISCOUNT OFF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)
	Optional Discount- and/or Markup-based Services	
	Publisher provided Services	0.00%
	Other 3rd party provided services	0.00%
	Other SHI provided services	0.00%

EXHIBIT B

Changes to Master Agreement State-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 Addendum, subject to the State-Specific Constitutional, Statutory and other requirements set forth herein.

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

"Business Days" means Monday through Friday, 8:00 a.m. to 5:00 p.m., pacific time, excluding State of Oregon holidays and business closure days.

"ORCPP" is the State of Oregon's Cooperative Procurement 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.

"Purchasing Entity Data" means information created and information stored by Purchasing Entity through the Services, and information created and collected by Contractor regarding Purchasing Entity and its clients during the course of providing the Services, including Personal Information.

"Purchasing Entity Intellectual Property" means any intellectual property that is owned by Purchasing Entity, including Purchasing Entity Data. Purchasing Entity Intellectual Property includes any derivative works and compilations of any Purchasing Entity Intellectual Property.

"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. Purchasing Entity Selection of Contractor.

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, must apply all applicable State preferences and use one the following three processes to make its selection of a provider among the holders of State of Oregon Participating Addenda. The Purchasing Entity must document its selection process in its procurement file.

The State Agency Purchasing Entity may:

3.1 ***For purchases under $25,000*** – Purchasing Entity may directly award a Contract to the Contractor of Purchasing Entity's choice;

3.2 ***For purchases over $25,000 –***

1) Sole Source/Brand Name Justification: Purchasing Entity may directly award a Contract to the Contractor in compliance with the applicable statutes and rules documenting a sole source or brand name;

OR

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

OR

3) 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; and
e. Purchasing Entity acquires the products from the highest-ranking provider from its market basket scoring.

OR

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

4. Orders.

4.1 Eligible Purchasing Entities. All state agencies under DAS 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, Products and Services under this Addendum.

4.2 DAS Purchasing Threshold. Purchasing Entities that are agencies of the State of Oregon 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, 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.

4.3 Verification of Purchasing Entities. Contractor shall verify that it provides Goods, Products and Services under this 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.

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

5. Third Party Agreements. To the extent any Products 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 order and will be entitled to a full refund of all amounts paid and will not be subject to any early termination fees.

6. 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 an 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.

7. Funds available and authorized/non-appropriation. The State of Oregon's and its agencies' payment obligations 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 order issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any order from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or 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 order issued under this Addendum.

8. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF). Contractor shall submit volume sales reports and pay an administrative fee of two percent (2%) as set forth in https://www.oregon.gov/das/Procurement/Documents/VSRandVCAFInstructions.docx

9. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum. The warranties set forth 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.

10. Dispute Resolution. Any dispute between the parties under this 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.

11. Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in the Master Agreement is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware. Contractor shall have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor shall 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.

12. Limitation of Liability; Exclusions.

12.1 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 30.260 to 30.300).

12.2 Contractor's liabilities under an individual Contract are limited to two times the value of the Contract, provided, however, Contractor's liability for any loss, damage, statutory penalty, or expense (including reasonable attorneys' fees) arising out of or resulting from the Goods, Products or Services is not limited for the following claims: personal injury, death, damage to tangible and intangible property, breach of confidentiality obligations. In the case of Contractor's breach of its, privacy protection obligations, breach of data protection obligations, or data loss, Contractor's total cumulative liability to the Purchasing Entity in connection with an individual Contract, whether in contract, tort, or other theory, shall not exceed two million dollars ($2,000,000).

13. 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 C. No 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.

14. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or an order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF AN ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or 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 orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such 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.

15. Remedies. If any goods, products 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 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, products or services, or replace or modify the goods, products, or services so that they become non-infringing; provided that the replacement or modified good, product ,or service meets the specifications set forth in the applicable order to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will return the allegedly infringing goods, products or services or terminate the allegedly infringing services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing goods, products or services.

16. Term and Termination of Participating Addendum.

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

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

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

18. 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 orders, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

19. Compliance with Law.

19.1 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, Products, or Services ordered under this Addendum or any order, as may be modified or adopted from time to time. Contractor shall also comply with all applicable federal terms and conditions as set forth in Exhibit E. Further, a Purchasing Entity's performance under an order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

19.2 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 Addendum and a failure to comply constitutes a breach that entitles DAS PS or Purchasing Entity to terminate this Addendum or an 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.

19.3 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 Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Addendum or the orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

19.4 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 Addendum and each order.

19.5 Undisclosed Debt; Tax Compliance and Certification. By executing this 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 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 apply to Lessor, to Lessor's property, operations, receipts, or income, or to Lessor's performance of or compensation for any work performed by Lessor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, or to goods, services, or property, whether tangible or intangible, provided by Lessor; 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 Addendum and applicable orders. DAS PS and Purchasing Entity, as applicable, may pursue any and all remedies set forth in the Master Agreement, including termination of this Addendum or a order.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes and debt due to the State of Oregon or a political subdivision, including (i) garnishing Lessor's compensation under this Lease, or (ii) exercising a right of setoff against Lessor'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.

20. 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 provisions set forth in Exhibit F and 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.

21. 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 to 192.710, and of ORS 646.461 - 646.475.

22. Recycled Products. To the maximum extent economically feasible in the performance of this Addendum or any 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).

23. 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 order. A Purchasing Entity may withhold final payment under an order until Contractor has provided the Oregon Department of Revenue with the required information. Contractor represents and warrants that the information set forth in Exhibit D is true and accurate.

24. 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.

25. Access to Records. Contractor will maintain all fiscal records relating to orders in accordance with generally accepted accounting principles and will maintain any other records relating to 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 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 Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

EXHIBIT C
INSURANCE

In addition to the insurance coverage requirements set forth in the Master Agreement, Contractor shall obtain at Contractor's expense the additional insurance coverages specified in this Exhibit C prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the required 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.

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 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 on an occurrence basis in an amount of not less than $1,000,000.00 per occurrence. Annual aggregate limit shall not be less than $2,000,000.00.

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 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 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 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 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 Addendum, or, (ii) The expiration of all warranty periods provided under this 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 or Products and performing any Services required under this 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 Addendum.

NOTICE OF CHANGE OR CANCELLATION. Contractor or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material reduction 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 Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS PS**.**

EXHIBIT D
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): **SHI International Corp.**

Street address: 290 Davidson Ave.

City, state, zip code: Somerset, NJ 08873

Email address: Contracts@shi.com

Telephone: ( ) Fax: ( )

Contractor's taxpayer identification numbers;

Federal Tax Number 22-3009648__________Oregon Tax Number _______________

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 E
FEDERAL TERMS AND CONDITIONS

Without limiting the generality of Section 19 of the Exhibit B of the Participating Addendum, Contractor shall comply and shall cause its subcontractors to comply with the following federal requirements. For purposes of this Participating Addendum or order, all references to federal laws are references to federal laws and implementing administrative rules as they are adopted and amended from time to time.

1. Equal Employment Opportunity. If this Contract, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. During the performance of the Participating Addendum and any order:

1.1. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action must include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

1.4. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by Purchasing Entity and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Participating Addendum and any order or with any of the said rules, regulations, or orders, this Participating Addendum and any order may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8. Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through this subsection 1.8 in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as Purchasing Entity may direct as a means of enforcing such provisions, including sanctions for non-compliance;

1.8.1. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by Purchasing Entity, Contractor may request the United States to enter into such litigation to protect the interests of the United States.]

2. Davis-Bacon Act.

2.1. All transactions regarding this Participating Addendum and any order will be done in compliance with the Davis-Bacon Act (40 USC §§3141-3144, and §§3146-3148) and the requirements of 29 CFR Part 5 as may be applicable. Contractor shall comply with 40 USC §§3141-3144, and §§3146-3148 and the requirements of 29 CFR part 5 as applicable.

2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3. Additionally, Contractor shall pay wages not less than once a week.

2.4. **Oregon Prevailing Wage Laws.** Contractor shall comply with the prevailing wage rate requirements that may apply to the Participating Addendum and any order as set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state “PWR”), if applicable. Contractor shall:

2.4.1. comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;

2.4.2. pay to BOLI, within the required timeframe and in the appropriate amount, the contract fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Participating Addendum and any order; and

2.4.3. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Contractor is a "public body" and the order is a "qualified project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Contractor shall require each contactor in a contract with an estimated cost of $200,000 or greater to:

2.4.4. Enter into a labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;

2.4.5. Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;

2.4.6. Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and

2.4.7. Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of $200,000 or greater.

2.4.8. Contractor represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

2.4.9. Pursuant to ORS 279C.817, Contractor may request that the Commissioner of BOLI make a determination about whether the order is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

3. Copeland "Anti-Kickback" Act.

3.1. Contractor shall comply with 18 USC §874, 40 USC §3145, and the requirements of 29 CFR part 3 as may be applicable, which are incorporated by reference into this Participating Addendum and any order.

3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal funding agency may by appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all such contract clauses.

3.3. A breach of this Section 3 may be grounds for termination of the Participating Addendum and any order and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

4. Contract Work Hours and Safety Standards Act.

4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.

4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

4.3. Withholding for unpaid wages and liquidated damages. Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Participating Addendum and any order or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.3 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Funding Agreements. If Contractor is a small business firm or nonprofit organization and the Participating Addendum and any order provides for the performance of experimental, developmental or research work funded in whole or in part by the federal government, Purchasing Entity shall comply with the provisions of 37 CFR part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by the federal funding agency. See 2 CFR part 200, Appendix II ¶F.

6. Clean Air, Clean Water, EPA Regulations. If this Participating Addendum and any order, including amendments, exceeds $100,000 then Contractor shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC §7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 USC §§1251-1387), specifically including, but not limited to Section 508 (33 USC §1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report violations to Purchasing Entity, the federal funding agency, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include, and require all subcontractors to include in all contracts with subcontractors receiving more than $100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

6.1. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

6.2. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

7. Truth in Lobbying. By signing this Participating Addendum and any order, Contractor certifies, to the best of Contractor's knowledge and belief that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

7.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.

7.4. This certification is a material representation of fact upon which reliance was placed when this Participating Addendum and any order was made or entered into. Submission of this certification is a prerequisite for making or entering into this Participating Addendum and any order imposed by the Byrd Anti-Lobbying Amendment, Section 1352, Title 31, U.S. Code and 31 CFR Part 21. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7.5. No part of any federal funds paid to Contractor under this Participating Addendum and any order may be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

7.6. No part of any federal funds paid to Contractor under this Participating Addendum and any order may be used to pay the salary or expenses of any grant recipient or contractor, or agent acting for such Contractor, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the United States Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

7.7. The prohibitions in Subsections 7.5 and 7.6 of this section include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction an any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

7.8. No part of any federal funds paid to Contractor under this Participating Addendum and any order may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation does not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

8. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC §6901 et. seq.). Section

6002 of that act (codified at 42 USC §6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

10. Recycled Materials. In the performance of the Participating Addendum and any order, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the performance schedule, (ii) meeting Participating Addendum and any order performance requirements, or (iii) at a reasonable price.

11. Buy American. Contractor shall comply with any applicable provisions of the Buy American Act (41 USC §§83-1-8305 and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

12. Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in this Participating Addendum and any order and applicable state or federal law.

12.1. If Contractor expends $750,000 or more in federal funds (from all sources) in a federal fiscal year, Contractor shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200.

12.2. Contractor shall comply and cause its subcontractor to comply, to the extent applicable to Contractor or such subcontractor in connection with its performance of the Services under this Participating Addendum and any order, with the applicable audit requirements and responsibilities set forth in the Subpart F of 2 CFR part 200 (for audits for fiscal years beginning after December 26, 2014).

12.3. Contractor shall provide the State of Oregon, Purchasing Entity, the federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Participating Addendum and any order for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide authorized representatives of the federal funding agency or the funding agency's authorized representatives access to construction sites pertaining to the work being completed under the Participating Addendum and any order. Contractor and Purchasing Entity acknowledge and agree that no language in this Participating Addendum and any order is intended to prohibit audits or internal reviews by the federal funding agency or the Comptroller General of the United States.

13. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 CFR part 180 and 2 CFR Part 3000, principles as defined in 2 CFR 180.995 or its affiliates, as defined in 2 CFR 180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 CFR 180.940 or disqualified as defined in 2 CFR 180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

13.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

13.2. Contractor has not within a three-year period preceding the Effective Date of this Participating Addendum and any order been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

13.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 1 of this certification; and

13.4. Contractor has not within a three-year period preceding the Effective Date of this Participating Addendum and any order had one or more public transactions (federal, state, or local) terminated for cause or default.

14. False Statements. Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Participating Addendum and any order and that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

15. General Provisions. The federal government is not a party to this Participating Addendum and any order and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Participating Addendum and any order. No federal funds may be used to provide grant activities in violation of 42 USC 14402.

16. Coronavirus State Fiscal Recovery Fund. Contractor shall comply with the terms, conditions and requirements of the federal Coronavirus State Fiscal Recovery Fund (codified at 42 U.S.C. 802), including all implementing regulations (31 CFR 35.1 et seq.) and other guidance promulgated by the U.S. Department of the Treasury (collectively, the "CSFRF").

17. Drug Free Workplace. Contractor shall comply with the Drug-free Workplace requirements in subpart b (or subpart c, if an individual) of 2 CFR subtitle B, Chapter XV, Part 1536, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (pub. L. 100-690, title v, subtitle d; 41 U.S.C. 701-707; 31 CFR Part 20). Contractor acknowledges:

17.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

17.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

17.3. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

17.4. Contractor certifies that it will provide drug-free workplaces for its employees.

18. Civil Rights Act. Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. ADDITIONAL ATTACHMENTS REQUIRED – APPENDIX 1

19. Fair Housing Act. Contractor shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

20. Relocation and Real Property Acquisition. Contractor shall comply with the provisions of Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C .§§4601-4655) and implementing regulations.

21. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 503 and Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

22. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

23. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC §12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by state and local governments, except public transportation services.

24. Hatch Act. Contractor shall comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

25. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (as applicable) at 10 USC §2409, 10 USC §4712, 10 USC §2324, 41 USC §§4304- 4310. may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or

- A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

26. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

27. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT F
STATE OF OREGON INFORMATION SECURITY TERMS

Contractor's obligations under the Participating Addendum and any order include the requirements of this exhibit.

1. **DATA CLASSIFICATION AND COMPLIANCE WITH APPLICABLE LAWS.**

1.1. **Data Classification.** Contractor shall assume that Purchasing Entity Data contains information that has been classified by level as set forth in the order pursuant to the State of Oregon's Information Asset Classification policy, available online at https://www.oregon.gov/das/Policies/107-004-050.pdf. Contractor certifies the Services provide the appropriate level of protection for identified Information Classification level.

1.2. **Compliance with Laws, Regulations, and Policies.** Contractor and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing Purchasing Entity Data and its use and disclosure, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

1.2.1 Statewide Information Security Standards: https://www.oregon.gov/das/OSCIO/Pages/SecurityGuidance.aspx, including security controls that meet or exceed "Moderate" security controls in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53.

1.2.2 Statewide Cloud Computing policy: http://www.oregon.gov/das/policies/107-004-150.pdf

1.2.3 Oregon's Statewide Information Technology Policies:

www.oregon.gov/das/Pages/policies.aspx#IT.

1.2.4 The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628, to the extent applicable. For purposes of OCIPA, Contractor is a vendor.

1.3. **Responsible for Compliance.** Contractor is responsible for the compliance of its employees, agents, and subcontractors with this Participating Addendum and any order and all applicable state and federal laws and regulations, and State of Oregon policies governing Purchasing Entity Data and its use and disclosure.

1.4. **Privacy and Security Measures.** Contractor represents and warrants it 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 Purchasing Entity Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

2. **DATA PRIVACY.** In addition to Contractor's obligations regarding Confidential Information:

2.1. Privacy and Security Training. Contractor shall ensure its employees, and agents receive periodic training on privacy and security obligations relating to this Participating Addendum and any order.

2.2. Background Checks. Contractor has completed a criminal background check on its employees, agents, and contractors providing services related to this Participating Addendum and any order. Upon reasonable written request of 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 related to this Participating Addendum and any order.

2.3. Limited Purposes. Contractor shall limit the use or disclosure of Purchasing Entity Data to persons directly connected with the administration of this Participating Addendum and any order.

2.4. No Overseas Access, Storage, or Transmission. Purchasing Entity 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.

2.5. Prohibition on Data Mining. Contractor shall not capture, maintain, scan, index, share or use Purchasing Entity 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 Participating Addendum and any order.

2.6. Privacy Protections. Contractor shall maintain protections required by law or this Participating Addendum and any order for any retained Purchasing Entity Data for so long as Contractor (including through any third party) retains Purchasing Entity Data.

2.7. Access. Contractor shall not suspend Purchasing Entity's access to Purchasing Entity Data at any time during the term of this Participating Addendum and any order or the post-termination access period.

2.8. Post-Termination Access. Contractor shall, at Purchasing Entity's discretion, either return all Purchasing Entity Data to Purchasing Entity (or delegate) upon termination in an agreed-upon format, including if part of Transition Services, and otherwise ensure Purchasing Entity has access and the ability to retrieve Purchasing Entity Data for at least a ninety (90) Calendar Day period following termination. This ninety (90) day period will be at no additional charge to Purchasing Entity. Contractor shall not retain any copies of Purchasing Entity Data following Purchasing Entity's written verification that Purchasing Entity no longer requires post-termination access, except as necessary to meet its obligations under Section 21, Records Maintenance and Access.

2.9. Sanitization. Contractor shall not retain any copies of Purchasing Entity Data following the post-termination access period referenced in Section 2.8 of this exhibit. Contractor shall not destroy Purchasing Entity Data without Purchasing Entity's written authorization. Contractor shall notify Purchasing Entity of any conditions that make returning all Purchasing Entity Data not feasible. Upon Purchasing Entity's written acknowledgement that returning all Purchasing Entity Data is not feasible and consent, Contractor shall purge or destroy retained Purchasing Entity Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-88 and provide Purchasing Entity with written certification of sanitization.

3. **Notifications.**

3.1. **Incidents and Breaches.** In the event Contractor or its subcontractor or agents discover or are notified of a security incident, or a breach or potential breach of security or privacy, Contractor shall notify Purchasing Entity's point of contact (or delegate) of the incident, breach, or potential breach immediately, and in no event more than 48 hours following discovery or notification. An incident is an observable, measurable occurrence that is a deviation from expected operations or activities. 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.

3.2. **Requests for Purchasing Entity Data.** In the event Contractor receives a third-party request for Purchasing Entity 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.

3.3. **Changes in Law.** Each party will 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.

4. **SECURITY**

4.1. **Reserved**.

4.2. **Security Risk Management Plan.** Contractor shall ensure the level of security and privacy protection required by this Participating Addendum and any order is documented in a security risk management plan. Contractor will make a redacted version of its plan available to Purchasing Entity for review upon request.

4.3. **Testing**. **Reserved**.

4.4. **Third Party Audit**. Contractor shall ensure it and its subservice organizations undergo annual examination from an independent auditor to assess the Services' compliance with at least NIST 800-53 "Moderate" security controls (National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53). Contractor shall provide an executive summary of the most recent examination results report to Purchasing Entity upon request.

4.5. **Reserved**.

4.6. **Purchasing Entity Audit Rights and Access.** Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this

Participating Addendum and any order, and provide Purchasing Entity, the Oregon Secretary of State, the federal government, and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities and records to:

4.6.1. Determine Contractor's compliance with this Participating Addendum and any order,

4.6.2. Validate Contractor's written security risk management plan, or

4.6.3. Gather or verify any additional information Purchasing Entity may require to meet any state or federal laws, rules, or orders, including those regarding Purchasing Entity Data.

4.6.4. **Notice.** Access to facilities and records under this section will be granted following thirty (30) days' prior written notice to Contractor and shall be limited to once per calendar year. Records include paper or electronic form, required to perform examinations and audits, and to make excerpts and transcripts.

4.6.5. **Reserved**.