

**Participating Addendum Number PO-10700-00035496 for
Multi-Function Devices**

Between **State of Oregon** and
Canon USA, Inc.



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for
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and
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This Participating Addendum is entered into by the State of Oregon acting by and through Department of Administrative Services ("DAS") Procurement Services ("DAS PS") on behalf of State Agencies and ORCPP members ("Participating Entity") and the following Contractor for the purpose of participating in NASPO ValuePoint Master Agreement Number 187646, executed by Contractor and the State of Colorado ("Lead State") for Multi-Function Devices ("Master Agreement"):

Canon U.S.A., Inc.
One Canon Park
Melville, NY 11747

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Samantha Owens
Manager, Contracts Admin
631-330-2754
sowens@cusa.canon.com

Participating Entity's contact for this Participating Addendum is:

Marc Monetti
Procurement Analyst
971-301-0760
marc.monetti@das.oregon.gov

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below(effective date) and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth in this Participating Addendum.
- III. PARTICIPATION AND USAGE.** 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. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify Participating Entity's contact to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. SCOPE. Except as otherwise stated in this Participating Addendum, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. Products. All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

c. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

d. Any amendment to the Master Agreement will be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Contractor and will have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth in this Participating Addendum and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

Contractor will submit volume sales reports to Participating Entity and will pay an administrative fee of two percent (2%) as set forth in:

<https://www.oregon.gov/das/Procurement/Documents/VSRandVCAFIInstructions.docx>

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery, as set forth in Exhibit No. 4. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth in Exhibit No. 4 and the Order.

- IX. INFORMATION TECHNOLOGY STANDARDS.** Purchasing Entity data, activities, or systems related to an Order may have additional requirements under law, administrative rule, policy, or contract that must be satisfied under an Order. Contractor will comply with all applicable requirements under law, administrative rule, policy, or contract that relate to the Order. By accepting the Order, Contractor agrees it has an affirmative duty to identify and will comply with all requirements related to Purchasing Entity data, activities, or systems, including as set forth in an Order, in law or rule, in written policy, or as otherwise provided to Contractor.
- X. ATTACHMENTS.** This Participating Addendum includes the following attachments which in the event of a conflict will be interpreted in the following order:
- a. This Participating Addendum, less its exhibits.
 - b. Exhibit No. 1, Changes to Master Agreement State-Specific Constitutional Statutory and Other Requirements
 - c. Exhibit No. 2, Insurance Requirements
 - d. Exhibit No. 3, Contractor Data
 - e. Exhibit No. 4, Federal Provisions
 - f. Exhibit No. 5, Sample Purchase Order

- XI. NOTICE.** Any notice required under this Participating Addendum must be sent to the following:

For Contractor:

Samantha Owens
 Manager Contracts Admin
sowens@cusa.canon.com
 631-330-2754

For Participating Entity:

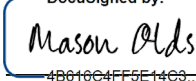
Marc Monetti
 Procurement Analyst
marc.monetti@das.oregon.gov
 P: 971-301-0760

SIGNATURE

The undersigned for each party represents and warrants that this Participating Addendum is a valid and legal agreement binding on it and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the party to the terms of this Participating Addendum.

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

Canon U.S.A., Inc.:

DocuSigned by:

 4B616C4FF5E14C9...

Signature

Mason Olds

Printed Name

PARTICIPATING ENTITY:



Signature

John Anglemier

Printed Name

EVP

State Procurement Manager

Title

Title

8/14/2024

08/15/2024

Date

Date _____

DEPARTMENT OF JUSTICE FOR PARTICIPATING ENTITY:

Signature

Printed Name

Thomas Kim provide legal sufficiency 8/8/24

Title

Date

Matter Number

EXHIBIT NO. 1

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

1. Incorporation of Master Agreement. Participating State and Purchasing Entities are intended beneficiaries of the Master Agreement and 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:

“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.

“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. Leases Terms.

3.1 To initiate a lease, State Agency Purchasing Entity may issue an Order that references the type of lease (FMV, Straight, or Capital Lease) on the Order or may simply sign other transactional documents deemed acceptable to the parties.

3.2 All leases are subject to the Terms and Conditions as set forth in the Attachment 1 (Canon Lease Agreement) to the Master Agreement Terms and Conditions #187646, except as set forth in this Section 3 or as otherwise agreed.

3.3 Section 13 of the Canon Lease Agreement is amended to provide that Purchasing Entity is exempt from the assessment of any taxes and that Purchasing Entity shall provide Contractor with an exemption certificate.

3.4 Section 14 of the Canon Lease Agreement is amended to provide that Purchasing Entity may provide any required insurance through its own program of insurance, self-insurance or risk-assumption of any combination thereof if Purchasing Entity does so generally, and not only with respect to the Lease. In such case, Purchasing Entity shall not be required to obtain the casualty or liability insurance referred to above, provided Purchasing Entity shall provide CFS with a letter

evidencing the existence of such a program or programs that shall be sufficient to enable Purchasing Entity to fulfill all of its obligations under the Lease.

3.5 Section 16 of the Canon Lease Agreement is amended to provide that Canon Financial Services (CFS) must provide Purchasing Entity written notice prior to taking any action on an alleged default.

3.6 Section 18 of the Canon Lease Agreement is amended to provide that Purchasing Entity's obligations to pay any amounts to CFS are subject to the provisions of this Addendum and Article XI, Section 7 of the Oregon Constitution.

3.7 Section 20 of the Canon Lease Agreement is amended to provide that CFS may only use Purchasing Entity Intellectual Property or Purchasing Entity Data subject to the confidentiality provisions of the Master Agreement and this Addendum and is that CFS is subject to all federal and state law, and Purchasing Entity's policies, rules, and regulations related to information and the protection of information.

3.8 Section 22 of the Canon Lease Agreement is deleted in its entirety. Any leases and financing agreements are subject to the provisions of ORS 286A.

3.9 Section 23 of the Canon Lease Agreement is amended to provide that notwithstanding the provisions of Section 23, the Oregon Department of Revenue has the right to setoff or exercise any other remedies available to the Department for violation of any provision of the Oregon tax laws.

3.10 Purchasing Entity shall not be required to submit an Opinion of Counsel related to any lease.

3.11 Contractor shall not be permitted to conduct a credit search on any Purchasing Entity that is a State agency. Information about the financial status of the State of Oregon may be found at: www.oregon.gov/treasury/Pages/index.aspx.

3.12 Assignment. Contractor may assign, solely for financing purposes, upon written notification to the Purchasing Entity, its right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Addendum with respect to the Products, such payments and other amounts due. Any such assignment, however, does not excuse the Contractor From bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement # 187646 or this Addendum.

3.13 All lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor.

3.14 End of Term Notification. Contractor must notify a Purchasing Entity, in writing, of their End of Term Options at least ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following: a) Any acquisition or return options, based on the type of lease or rental agreement, b) Any renewal options, if applicable; and or, c) Hard drive removal and surrender cost, if applicable.

3.15 End of Term Options. If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of purchase, renewal, or return of Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

4. Hard Drive Removal. At Purchasing Entity's written request, and according to the listed price, Contractor must, upon removing a Product from Purchasing Entity's premises, whether upon lease termination or otherwise, remove the hard drive or other storage device from the Product and leave the hard drive or other storage device with the Purchasing Entity's authorized representative, and obtain documentation by the Purchasing Entity accepting the returned hard drive or other storage device. Contractor must leave a copy of such signed documentation with the Purchasing Entity, maintain another copy of such signed documentation with the Purchasing Entity, and maintain another copy in accordance with the records retention requirements set forth in the Participating Addendum.

5. Orders.

5.1 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 Products and Services under this Addendum.

5.2 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.

5.3 Verification of Purchasing Entities. Contractor must verify that it provides 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>

5.4 Effect of 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.

6. 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 must provide Purchasing Entity with a copy of any

such third-party agreement. Purchasing Entity will 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.

7. 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>.

8. 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.

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 will have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor may defend

the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor may 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. Participating Entity's or a State Agency 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).

13. Insurance. Within ten (10) calendar days of the effective date, Contractor must deliver to DAS a certificate evidencing the insurance coverage set forth on Exhibit No. 2. 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, "Claims") 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 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 Products or services, or replace or modify the Products 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 Order to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will return the allegedly infringing Products or terminate the allegedly infringing services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing Products or services.

WITH THE EXCEPTION OF LIABILITY ARISING OUT OF SECTION 15, IN NO EVENT SHALL CONTRACTOR OR THE STATE OF OREGON BE LIABLE UNDER THIS PARTICIPATING ADDENDUM FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

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 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 calendar days written notice to Contractor, or Purchasing Entity and Contractor may 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 Products or Services ordered under this Addendum or any Order, including as may be modified or adopted from time to time. 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 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 Products, 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 and Purchasing Entity, as applicable, may pursue any and all remedies set forth in the Master Agreement, including termination of this Addendum or an Order.

20. Security and Data Privacy Laws.

21.1 Ownership of Purchasing Entity Data. Any information Contractor or its employees or agents receives or creates relating to Purchasing Entity or Purchasing Entity's clients Purchasing Entity Data is owned by Purchasing Entity. For the avoidance of doubt, Purchasing Entity Data does not include equipment performance or usage related data collected and utilized by Contractor to perform its responsibilities under this Participating Addendum. Purchasing Entity hereby grants Contractor a license to use Purchasing Entity Data to fulfill the purposes of this Addendum, and otherwise only as specifically described in this Addendum. Contractor hereby irrevocably assigns, transfers, and conveys, and will cause its employees, subcontractors and agents to assign, transfer and convey without further consideration all right, title, and interest in Purchasing Entity Data to Purchasing Entity. Upon request by Purchasing Entity, Contractor will or will cause the execution and delivery of any documents that may be necessary to preserve, or enable Purchasing Entity to enforce, its rights with respect to Purchasing Entity Data.

21.2 Privacy and Security Training. Contractor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations relating to this Addendum.

21.3 Limited Purposes. Contractor shall limit the use or disclosure of Purchasing Entity Data to persons directly connected with the administration of this Addendum.

21.4 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.

21.5 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 Addendum.

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

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

21.8 Post-Termination Access to Purchasing Entity Data. Upon Addendum termination (including by expiration), Contractor shall, at Purchasing Entity's discretion, either return all

Purchasing Entity Data to Purchasing Entity (or delegate) in an agreed-upon format, or ensure Purchasing Entity has access and the ability to retrieve Purchasing Entity Data for at least a 90 calendar day period following termination. This 90 day period will be at no additional charge to Purchasing Entity. Contractor shall not retain any copies of Purchasing Entity Data following Purchasing Entity's written verification that Purchasing Entity no longer requires post-termination access, except as necessary for audit verification purposes.

21.9 Transition Services. Contractor shall at Purchasing Entity's option provide transition services to support a responsible and secure transition of Services and Purchasing Entity Data to another service provider or to Purchasing Entity.

21.10 Sanitization. Subject to Section 23, Access to Records, and Section 4, Hard Drive Removal, Contractor must not retain any copies of Purchasing Entity Data following the post-termination access period referenced in Section 19.8. Contractor must not destroy Purchasing Entity Data without Purchasing Entity's written authorization. Contractor must 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 must 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 [or other agreed-upon standard] and provide Purchasing Entity with written certification of sanitization.

22. Notifications.

22.1 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 must notify Purchasing Entity's point of contact (or delegate) of the incident, breach, or potential breach as soon as practically reasonable. 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.

22.2 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.

22.3 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.

23. Security and Hosting.

23.1 Compliance with Laws, Regulations, and Policies. Contractor shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and

disclosure of Purchasing Entity Data and access to State of Oregon information assets, 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:

- Oregon's Statewide Information Security Standards:
<https://www.oregon.gov/das/OSCIO/Documents/2017%20ISO%20Standards%20Oregon.pdf>.
- Oregon's Statewide Information Security Plan,
<https://www.oregon.gov/das/OSCIO/Documents/StatewideInformationSecurityPlan.pdf>; and
- Oregon's Statewide Policies: www.oregon.gov/das/Pages/policies.aspx#IT.
- The Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable.
- Requirements adopted by the State pursuant to Oregon Executive Order 23-26, which established the State Government Artificial Intelligence Advisory Council:
<https://www.oregon.gov/gov/eo/eo-23-26.pdf>.

23.2 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.

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

23.4 Testing. Purchasing Entity may conduct periodic security testing upon reasonable advanced notice to Contractor.

23.5 Background Checks. Contractor has completed a criminal background check on its employees, agents, and contractors providing services related to this Addendum. At the 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 to the extent examined by the back-ground checks on employees, agents, or contractors providing services related to this Addendum.

23.6 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) with respect to Purchasing Entity Data. Contractor shall provide an exact copy of the most recent examination results report to Purchasing Entity upon request.

23.7 Security Logs and Reports. Contractor shall allow Purchasing Entity access to system security logs that affect the Services, Purchasing Entity Data, or processes. This includes the ability for Purchasing Entity to request a report of the records that a specific user accessed over a specified period of time.

23.8 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 Addendum, 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:

- Determine Contractor's compliance with this Addendum,
- Validate Contractor's written security risk management plan, or
- 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.

23.9 Except as stated below for security logs, access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

24. System Security Logs. Contractor shall provide designated Purchasing Entity staff on-demand access to system security logs in report form for the Services, including user-level access logs for both Purchasing Entity and Contractor users.

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 reasonably 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 Addendum, whichever date is later.

26. 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.

27. 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)).

28. 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.

29. Independent Contractor. Contractor certifies that it is an independent contractor and at all times shall act 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.

30. 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 NO. 2 INSURANCE

In addition to the insurance coverage requirements set forth in the Master Agreement, Contractor shall obtain and/or maintain at Contractor's expense the additional insurance coverages specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum, the term of all Orders, and all warranty periods. Contractor shall obtain and/or maintain the required insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State. With the exception of Professional Liability, coverage must be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self- insurance, if any.

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. This insurance must include personal injury liability, products and completed operations, and contractual liability coverage. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit may 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 damages caused by an error, omission or negligent acts related to the services to be provided under this Addendum in an amount not less than \$2,000,000.00 annual aggregate. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the Professional Liability insurance coverage, or Contractor shall provide Tail Coverage as stated below or continuous claims-made liability coverage shall be maintained.

ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum must 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. This requirement for Additional Insured status may be met with production of blanket endorsements.

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' 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 Certificate(s) of Insurance for all required insurance before delivering any Products and performing any Services required under this Addendum. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured. Contractor agrees to pay for all deductibles, self-insured retention and self-insurance, if any. The Certificate will indicate that all coverage (except Professional Liability) is primary and non-contributory with any other insurance and self-insurance Contractor intends to maintain continuous claims made liability coverage, thus an extended reporting period and/or tail coverage will not be required.

NOTICE OF CHANGE OR CANCELLATION. Contractor or its insurer must provide at least 30 Days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s) and limits that would affect Contractors' ability to maintain same.

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

**EXHIBIT NO. 3
CONTRACTOR DATA**

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): Canon U.S.A., Inc.

Street address: One Canon Park

City, state, zip code: Melville, NY 11747

Email address: isgbidadmin@cusa.canon.com

Telephone: (631) 330.2754 Fax: (631) 330.5459

Contractor's taxpayer identification numbers;

Federal Tax Number 13-2561772 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 | ☐ Benefit Company |
| ☐ Other | | |

EXHIBIT NO. 4 FEDERAL PROVISIONS

Contractor shall comply and shall cause its subcontractors to comply with the following federal requirements, as may be applicable to the Participating Addendum and Order. For purposes of this Participating Addendum and 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 Participating Addendum and Order, 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 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 Order or with any of the said rules, regulations, or orders, this Participating Addendum and 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 noncompliance;
 - 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 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 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 Order fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the 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 contractor 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 Participating Addendum and Order, 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 Participating Addendum and Order, 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 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 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 Participating Addendum and Order 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 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 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 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 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 Order was made or entered into. Submission of this certification is a prerequisite for making or entering into this Participating Addendum and 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 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 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 on 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 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 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 Participating Addendum and Order performance schedule, (ii) meeting Participating Addendum and Order performance requirements, or (iii) at a reasonable price.

11. Prohibition on certain Telecommunications and Video Surveillance Services or Equipment. Contractor certifies, following a reasonable inquiry for purposes of this representation, that Contractor does not use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, that are prohibited under Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Public Law 115-232 (hereinafter, the NDAA), regardless of whether such use is in Contractor's performance under this Participating Addendum and Order.

12. 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.

13. Audits; Access to Records. 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 Order and applicable state or federal law.

13.1. 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.

13.2. 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 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).

14. 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:

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

14.2. Contractor has not within a three-year period preceding the Effective Date of this Participating Addendum and 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;

14.3. 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

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

15. 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 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.

16. General Provisions. The federal government is not a party to this Participating Addendum and 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 Order. No federal funds may be used to provide grant activities in violation of 42 USC 14402.

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 statute 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 NO. 4, APPENDIX 1

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the contractor named below (hereinafter referred to as the “Contractor”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Contractor’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Contractor may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Contractor’s program(s) and activity(ies), so long as any portion of the Contractor’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Contractor acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.

3. Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

5. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits contractors or recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Participating Addendum and Order (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Participating Addendum and Order or agreement.

6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Contractor, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Contractor for the period during which it retains ownership or possession of the property.

7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English

proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.

9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If the Contractor settles a case or matter alleging such discrimination, the Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Contractor makes sub-awards to other agencies or other entities, the Contractor is responsible for ensuring that sub-contractors also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Contractors.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Contractor's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Contractor is in compliance with the aforementioned nondiscrimination requirements.

Contractor:
By:  48610C4FF5E14C3...

Date: 8/14/2024

EXHIBIT 5 PURCHASE ORDER

		STATE OF OREGON		PURCHASE ORDER (PO) NO.		PAGE #	
Purchasing Entity's Authorized Representative			Purchase Order Date		Requisition No.		
Contractor Name and Address				Purchasing Entity's Invoicing Address			
Contractor FEIN		Price Agreement number		Purchasing Entity's Authorized Representative Email Address			
Deliver to Address				Purchasing Entity's Authorized Representative Phone and Fax Number			
				Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price		
				Sub Total			
				Freight			
				Total			
This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # _____ and Price Agreement _____. The terms and conditions contained in the Price Agreement 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.							
Agency's Authorized Representative to Make Purchase					Date		

