Participating Addendum Number PO-10700-00060288
for
Procurement Assistance & IT Support Services
between
State of Oregon
and
Public Knowledge, LLC, successor -in-interest Civic Initiatives, LLC

This Participating Addendum ("Addendum") is entered into by the State of Oregon ("Participating Entity"), acting by and through the Department of Administrative Services, State Procurement Services ("DAS") on behalf of State Agencies and ORCPP members and the following Contractor for the purpose of participating in NASPO ValuePoint Master Agreement Number DPC-1428523190-SA-11-PASS executed by Contractor and the State of North Carolina (Lead State) for **Procurement Assistance & IT Support Services.** ("Master Agreement"):

Public Knowledge, LLC, successor-in-interest to Civic Initiatives LLC (Contractor)
222 E. 18th Street, Unit C
Cheyenne, WY 82001

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Dustin Lanier
President
E: dlanier@civicinitiatives.com
P: 512-523-4834

Participating Entity's contact for this Participating Addendum is:

Kaliska King, CPPB, OPBC
Procurement Analyst
P: 503-798-1907
E: Kaliska.King@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, unless this Participating Addendum is terminated sooner in accordance with its terms.

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 NASPO ValuePoint 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 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.**
   i. All PASS Services available through the Master Agreement, including all Value-Add Services Categories, may be offered and sold by Contractor to ORCPP Purchasing Entities.
   ii. Subject to the provisions of this subsection (ii) and subsection (iii) below, all PASS Services available through the Master Agreement may be offered and sold by Contactor to State Agencies under DAS authority. If State Agency under DAS authority has union represented employees, for all Work Order Contracts or other ordering instrument for PASS Services under this PA with a value of over $60,000 for the life of the Work Order Contract or the other ordering instrument, the State Agency is required to complete a union feasibility determination before a Work Order Contract or other ordering instrument is executed, and when the value of PASS Services under the Work Order Contract or other ordering instrument is over $250,000, the State Agency must also complete a State feasibility determination.
   iii. **Value Add Services Category.** The only value add service that State Agencies under DAS authority may acquire under this PA is Value Add 6-Grant Assistance and Management.

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. **Amendment.** 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.

e. **Order of Precedence.** 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 its parties and 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/VSRandVCAFInstructions.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.

IX. **WEB-BASED APPLICATION OR SERVICES.** Additional, different, or conflicting terms and conditions for access or use of any web-based application provided by Contractor to manage Orders will not modify or amend the terms of this Addendum and are not enforceable against Participating Entity or any Purchasing Entity under this Addendum, unless this Addendum is amended to include agreed-upon terms for access or use of any web-based application as part of the Services.

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, Participating Entity Modifications and Additions to Master Agreement.
c. Exhibit No. 2, Insurance Requirements.
d. Exhibit No. 3, Contractor Data.
e. Exhibit No. 54 Form Work Order Contract

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

For Contractor:

Dustin Lanier
President
E: dlanier@civicinitiatives.com
P: 512-523-4834

For Participating Entity:

Kaliska King, CPPB, OPBC
Procurement Analyst
Kaliska.king@das.oregon.gov
P: 503-798-1907

XII. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor will promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Participating Addendum, including as amended, may be published on the NASPO ValuePoint website.

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.

CONTRACTOR:	**STATE OF OREGON, Acting by and through the Department of Administrative Services, State Procurement Services**
By: Dustin Lanier	By: John Anglemier
Signature	**Signature**
Dustin Lanier	John Anglemier
Printed Name	**Printed Name**
President	State Procurement Manager
Title	**Title**
6/1/26	06/02/2026
Date	**Date**

Approved by: OREGON DEPARTMENT OF JUSTICE:

Via Email
Signature

Karen J. Johnson
Printed Name

Sr. Assistant Attorney General
Title

May 28, 2026
Date
Matter Number 107090, GF 0191-26

EXHIBIT NO. 1

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

1. Incorporation of Master Agreement; Intended Beneficiaries of Master Agreement. The terms and conditions of the Master Agreement are incorporated herein. Participating Entity and Purchasing Entities are intended beneficiaries of the Master Agreement and are entitled to rely on all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Addendum, subject to the Oregon-specific constitutional, statutory, and other requirements set forth or referenced in this exhibit.

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 statewide agreements. ORCPP members include: State Agencies not subject to DAS 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. Orders.

3.1 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.

3.2 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.

3.3 Verification of Purchasing Entities. Contractor 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

3.4 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.

4. 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 must 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.

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

6. 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.

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

8. 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.

9. 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 must have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor must 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 must 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.

10. Limitation of Liability; Exclusions. Participating Entity's or a State Agency Purchasing Entity's potential liabilities, including 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).

11. 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.

12. 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 one or more 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.

13. 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 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 Products or terminate the allegedly infringing Services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing Products or Services.

14. Term and Termination of Participating Addendum.

14.1 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.

14.2 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.

14.3 Effect of Termination of the Participating Addendum. Termination of this Addendum does not automatically terminate individual Orders in effect prior to the date of termination of this Addendum. Orders issued prior to the date of termination of this Addendum may continue pursuant to their terms, for the length of their terms, provided, however, that no amendments or other modifications may be made to the Order(s) after termination of this Addendum. No new Orders may be issued after the termination of this Addendum.

15. 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.

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

17. Compliance with Law.

17.1 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, including the federal terms set forth in Exhibit No. 4, applicable to Contractor or to the Products or Services ordered under this Addendum or any Order, 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.

17.2 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.

17.2.1 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.

17.3 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.

17.4 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.

17.5 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) Any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620; (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. .

17.5.1 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.

18. Security and Data Privacy Laws.
In addition to the confidentiality provisions set forth in the Master Agreement, Contractor and all Contractor employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and Purchasing Entity policies, governing use and disclosure of a Purchasing Entity's data and access to its networks and information assets, including as those laws, regulations, and policies may be updated from time to time. Contractor shall affirmatively identify and shall comply with all requirements related to Purchasing Entity data, activities, or systems. Applicable laws, regulations, and policies including:

- The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628. In the performance of the Services Contractor may have possession or access to documents, records or items that contain the "Personal Information," as that term is used in ORS 646A.602(12), of a Purchasing Entity's staff or representatives or its clientele. For purposes of OCIPA, Contractor is a vendor. Contractor shall have an information security program that includes safeguards to protect the security, confidentiality, and integrity of Personal Information, as required by the Oregon Consumer Information Protection Act (OCIPA) in ORS 646A.622, prior to receipt of any Personal Information under this Addendum or any Order; and
- Those set forth in: Enterprise Information Services : Guidance for State Agencies : Cyber Security Services : State of Oregon, as may be applicable; and
- Those specified in an Order; and
- Those otherwise provided to Contractor.

19. Application of Public Records Law. Participating Entity 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.

20. 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).

21. 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.

22. Independent Contractor. Contractor certifies that the information set forth in Exhibit No. 3 is correct and 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.

23. Access to Records. Contractor will retain and keep accessible all fiscal records, books, documents, papers, plans, and writings relating to Contractor's performance ("Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Addendum and all Orders, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum and all Orders, whichever date is later. Contractor will maintain all fiscal records in accordance with generally accepted accounting principles. Purchasing Entity, the State and its agencies, the Oregon Secretary of State Audits Division, the federal government, and their duly authorized representatives will have access to all Records to perform examination and audits and make copies, excerpts, and transcripts.

EXHIBIT NO. 2
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 No. 2 prior to performing under this Addendum, terms of all orders 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. 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, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than $500,000 each accident.

If Contractor is an employer subject to any other state's Workers' Compensation law, Contactor shall provide Workers' Compensation Insurance coverage for its employees as required by applicable Workers' Compensation laws including Employers' Liability Insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

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 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 $2,000,000.00 per occurrence. Annual aggregate limit may not be less than $4,000,000.00.

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than $5,000,000.00 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 $ 2,000,000.00 per occurrence. Annual aggregate limit must not be less than $4,000.000.00. 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.

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.

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, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage must is 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 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 change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by DAS under this Addendum and to provide updated requirements as 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): ______________________

____

Street address: ______________________

City, state, zip code: ______________________

Email address: ______________________

Telephone: (   ) ______________ Fax: (   ) ______________

Contractor's taxpayer identification numbers;

Federal Tax Number ____________ 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
☐ Limited Liability Company
☐ Corporation
☐ Nonprofit Corporation
☐ Limited Liability Partnership
☐ Partnership
☐ Limited Partnership
☐ Sole Proprietorship
☐ Benefit Company

☐ Other

EXHIBIT NO. 4
Form Work Order Contract #_____________
(including Statement of Work)

State Agencies under DAS Authority with union represented employees that could be displaced by this work the Agency is required to do a Union Feasibility Determination of services that are over the life cycle of the WOC are over $60,000.00.

Master Agreement #DPC-1428523190-SA-11-PASS
Participating Addendum PO-10700-00060288

Project Name: ______________________

This Work Order Contract (WOC) # _________ is between ___________ ("Purchasing Entity (" Purchasing Entity") and Public Knowledge, LLC, successor-in-interest to Civic Initiatives LLC ("Contractor") ("WOC"). This WOC is subject to and hereby incorporates by this reference all of the terms of Master Agreement and the Oregon Participating Addendum for Procurement Assistance and Support Services (PASS) ("Addendum" or "PA") between the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods & Services, State Procurement Services ("DAS") and Contractor, effective (Date). Purchasing Entity and Contractor will be referred to in this WOC as the Party or Parties.

WOC Effective Date: This WOC is effective upon the date signed by all Parties and all applicable approvals have been received ("WOC Effective Date"). No Services must be performed until this WOC is fully executed and the Notice-to-Proceed has been issued to Contractor by Purchasing Entity.

Termination Date: ___________________. The termination date of the WOC may extend past the expiration date of the PA, but no new services may be added.

Maximum Not-To-Exceed Compensation. Notwithstanding any other provision of this WOC to the contrary, the Maximum Not-to-Exceed Compensation that Purchasing Entity will pay to Contractor for Service performed under the WOC is $____.

Purchasing Entity Authorized Representative or Designated Contact:
Name:
Attn:
Title:
Address:

Contact Telephone Number:
E-Mail Address:

Other Purchasing Entity Key Persons:

Contractor's Authorized Representative (if different from Contract) or Other Key Persons:
Name:

Attn:
Title:
Address:

Contact Telephone Number:
E-Mail Address:

This WOC is comprised of this document and the following Exhibits attached hereto and by this reference made a part hereof:

WOC Exhibit 1: Statement of Work ("SOW").

Certification: Any individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on Contract DASPS-2431-15 is Contractor's correct taxpayer identification number; (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, Contractor is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means any state taxes administered by the Oregon Department of Revenue (DOR) under the tax laws of this state and local taxes administered by DOR under ORS 305.620and (d) Contractor is an independent contractor as defined in ORS 670.600.

In the event that Contractor is a general partnership or joint venture, any individual(s) signing on behalf of the partnership or joint venture hereby acknowledges, certifies and swears under penalty of perjury that Contractor's signature on this WOC constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this WOC.

CONTRACTOR:

By: ________________________________

Title: ________________________________

Date: ______________________

Purchasing Entity

By: ________________________________

Title: ________________________________

Date: ______________________

Approved for legal sufficiency pursuant to ORS 291.047 by:

By: ________________________________
Assistant Attorney General
Date: ________________________________

WOC Exhibit 1
Statement of Work

Part I. General Information and Overview

(Insert an overview of the Purchasing Entity and Contractor to be provided under the WOC.)

Assumptions
(For Example: Do you need to ask for insurance coverage above and beyond, what is in the PA? Add that to the WOC if needed.

Provide a detailed description of all tasks and timelines.

Part II. Tasks and Deliverables

A. Tasks and Deliverables
Insert a Description of Services, to include:

Specific Tasks and Deliverables (Detailed)
Acceptance criteria/plan(s)
Delivery requirements/schedule
Where debris/waste is dumped, any reporting requirements
Locations and point of contact for sites.

<Purchasing Entity will select the applicable Tasks for the desired outcome>

Option 1:
Deliverable 1:

Deliverable 2:

Deliverable 3:

Deliverable Schedule:
insert a schedule for delivery of services, including milestone delivery dates for each deliverable (if applicable)

B. Responsibly of Purchasing Entity
(a) Purchasing Entity's obligations set forth in this WOC must be performed by Purchasing Entity in a timely and proper fashion in accordance with the Installation Schedule, or as otherwise agreed upon between the Parties, to allow Contractor to timely perform its obligations under this WOC.

Part III. Special Considerations.

Include all special considerations, (i.e., do you need to increase or add insurance coverages for this WOC only such as: [Insert if applicable]

Part IV. Payment Provisions.