

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Information Technology Vendor Managed Services
Administered by the State of Connecticut (hereinafter "Lead State")
Master Agreement ("Contract") Number: 14PSX0338AA
uWork.com, Inc. dba Covendis (hereinafter "Contractor")
And
State of Connecticut

1. Scope.

The State of Connecticut ("Lead State") Department of Administrative Services ("DAS") issued a Request for Proposal ("RFP") to solicit responses for Information Technology Vendor Managed Services ("VMS") Contractors. The Contract requires Contractors to deliver an end to end technology solution. Contractors will Perform the overall program management and candidate engagements of an organization's IT contingent workforce. Contractors' responsibilities shall include program reporting and tracking, and candidate evaluation and selection. Contractors will provide supplier management tool(s), performance oversight, need analysis and consultation, as well as consolidated billing and help desk support. Engagements vary in length, therefore pricing may be for both project based or hourly based.

The Contract requires Contractor(s) to provide IT Professionals, via a VMS System if required by the Participating Entity, for all Participating Entities. The Contract may be used by state governments (including departments, agencies, institutions), institutes of higher education, political subdivisions (e.g. colleges, school districts, counties, cities), the District of Columbia, territories of the United States, and other eligible entities.

The initial term of the Contract is three years, with a one year renewal provision.

The Lead State reserves the right to expand the services presented in the Contract to include additional IT Professional categories.

The NASPO ValuePoint site provides the original solicitation, responses, award summary, copies of the executed Contracts, and contact information for Contractors.

This Participating Addendum allows for the purchase of Information Technology contingent work force and related services by state agencies and political subdivisions located in the Participating Entity authorized by that state's statutes to utilize its state contracts, and which receives prior written approval of the State's Chief Procurement Official.

The Participating Entity will identify this Participating Addendum as State of Connecticut, Department of Administrative Services (DAS) Procurement Division Contract #14PSX0338AA.

2. Overview.

There are several VMS systems represented, dotStaff and PeopleFluent.

Hourly rates and VMS fees are by region. The VMS fees are fixed, but based on a tiered cumulative regional annual spend. Sales reports to NASPO will be the determining factor in VMS fee calculation.

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Hourly rates may change quarterly and are tied to market data and may be changed if requested by the Contractor and approved by the Lead State per the Contract terms.

3. Effective Date.

This Participating Addendum contract term will begin on September 18, 2017 through September 1, 2020 with the option to extend in conjunction with any Contract extension.

4. Participation.

Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each state, political subdivision or other entity, as a Participating Entity, that purchases under the Contract will be treated as if they were individual customers. Except to the extent modified by this Participating Addendum, each state agency and political subdivision will be responsible to follow the terms and conditions of the Contract; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Contract. Each State agency and political subdivision will be responsible for their own charges, fees, and liabilities.

5. Order of Precedence.

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Connecticut's NASPO ValuePoint Contract;
2. Connecticut's NASPO ValuePoint Contract (Includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Contract are only those that are expressly accepted by the Lead State and must be in writing and attached to the Contract as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor's quotation/sales order or in similar documents subsequently provided by the Contractor.

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6. Chief Procurement Officer Approval For Political Subdivisions.

As provided in the Memorandum of Agreement for NASPO ValuePoint Cooperative Purchasing Program "Political subdivisions or other eligible entities of states that are not Participating States may participate in NASPO cooperative procurements if permitted by the Chief Procurement Official of the relevant state, working through the Cooperative Organization."

An email sent to Tim Hay thay@naspovaluepoint.org with the following statement will satisfy the requirements for acknowledgment and providing the legal conditions for participating.

"The _____ (State Agency Name responsible for State procurement) through this email has no objection if the _____ (Requesting Agency's Name) to Participate in the NASPO ValuePoint IT Vendor Managed Service Contracts.

In some cases states have provided NASPO ValuePoint with either a blanket list of authorized entities or a specific list of entities authorized, under the statutes of that state, to use the NASPO ValuePoint IT Vendor Managed Service contracts. NASPO ValuePoint will refer to this list as requests from interested Political Subdivisions are received.

7. Primary Contacts.

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name: State of Connecticut
Address: 450 Columbus Blvd., Suite 1203, Hartford, CT 06103
Contact Person: Elizabeth Basso
Telephone: 860-713-5611
E-mail: elizabeth.basso@ct.gov

Contractor:

Name: uWork.com, Inc. dba Covendis
Address: 200 Walker Street SW, Unit B, Atlanta, Georgia 30313
Remittance: same as above
PO Address: same as above
Contact Person: Raymond Tsao
Telephone: (770) 903.9990
Fax: (770) 903.9992

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E-mail: rtsao@covendis.com

Payment Terms: 45 Days

Participating Entity:

Name: State of Connecticut, Department of Administrative Services and All Using
State Agencies, Political Subdivisions, Municipalities, Non Profits, Education
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person: Elizabeth Basso
Telephone: 860-713-5611
E-mail: elizabeth.basso@ct.gov

8. Orders.

Any order placed by a Participating Entity through the Contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Contract unless the parties of the order agree in writing that another contract or agreement applies to such order.

All purchase orders shall contain the appropriate DAS Contract No. 14PSX0338AA pertaining to the specific Contractor.

9. Participating Entity Modifications or Additions to Contract.

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

The following changes are modifying or supplementing the Contract terms and conditions.

A. Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

B. Terms and Conditions.

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Contractor to fill IT contingent work force positions whenever possible at or below the then current contractual hourly rate range average. Positions filled within the top 30% of the then current contractual hourly rate range maximum must route via CIO for approval and must include justification for hourly rate provided.

C. State Administrative Fees.

The Lead State will not require an Administrative Fee within this Participating Addendum.

D. Chief Information Officer Approval.

In accordance with CGS Sec. 4d-2(b) all state agency requests for consultants for information and telecommunication systems must be approved or disapproved per guidelines set by the DAS Commissioner.

Executive Branch Departments are required to include a business justification and interview three (3) candidates at any time the hourly pay rate falls within the top 30% of the hourly rate range provided in Exhibit 3 of the Contract.

E. Restrictions.

This contract is limited to information technology related contingent workforce titles.

The following products or services are not included in this agreement:

- a. Non-IT related services (i.e. doctor, nurse, clerk, architect)
- b. Temporary Medical Services
- c. Temporary Office Services
- d. Construction Engineers
- e. Traffic Engineers
- f. Construction Architects
- g. Software and/or Hardware purchases, installation, or maintenance of such

Per CGS 1-101nn(b) "No person with whom a state agency, board, commission or institution or quasi-public agency has contracted to provide consulting services to plan specifications for any contract and no business with the person is associated may serve as a consultant to any person seeking to

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obtain such contract, serve as a contractor for such contract or serve as a subcontractor or consultant to the person awarded such contract."

F. Services.

Additional VMS related services are available under this contract. Additional Services are at the option of the Participating Entity. The Participating Addendum executed by each State is to address service terms.

G. Subcontractor Utilization.

Each state represented by NASPO ValuePoint that chooses to participate in this Contract independently has the option of working with the Contractors determining subcontractors. The Participating Entity may define the process to add or remove subcontractors in their Participating Addendum and may further define the subcontractor's role under the Contract. This especially pertains to disadvantaged subcontractors and any target that the PE may need to meet.

H. Reporting Requirements.

Contractor will utilize the NASPO ValuePoint detailed sales report template to report to individual States. States may also require additional reporting in the Participating Addendum.

Contractor will submit periodic reports to the Lead State as outlined in the Contract. These reports may be made available to Participating Entities ("PE") at their request to the Contractor.

I. Statement of Work Approval Expectations.

There shall be no changes to the scope of the SOW.

PE's should pre-determine SOW approval and routing process; how and when non-scope SOW changes and/or approvals are needed.

There shall be no upward mobility for an IT Contingent Worker without a new approved CORE ITD-10 Requisition, and an updated SOW outlining the change in services or requirements

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Travel expense reimbursement shall be at the State Manager's current rates. Travel requirements must be outlined in SOW and mutually agreed upon.

J. Consultant.

PE's should pre-determine supervisory and/or signatory limitations for contingent workforce; any financial interest disclosures needed; any increases and/or position title upgrades allowable, and parameters of such.

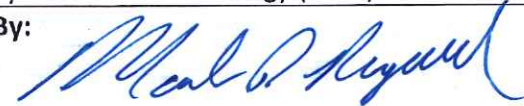
K. Statements of Work.


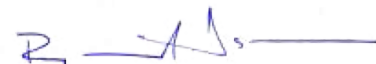
Each SOW should set forth the following:

- a. Hours, schedule, location of workplace
- b. Deliverables and Services to be provided by Contractor
- c. PE requirements for reporting requirements
- d. Documentation required from the Contractor (*e.g.*, reports, manuals, analysis, or other documentation as identified by the Purchasing Entity)
- e. Applicable technical standards required by the Purchasing Entity
- f. Purchasing Entity policies and procedures
- g. Applicable time frames or implementation schedule for the Deliverables and Services
- h. Evaluation, testing and acceptance requirements
- i. Cost of the Deliverables and Services per Product & Pricing Schedule, and a payment schedule for same
- j. Position Title and name of IT Professional(s) Performing under the SOW.
- k. Support and maintenance obligations, if required by the Purchasing Entity
- l. Additional background checks required

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

Participating Entity: State of Connecticut DAS Procurement Services	Participating Entity: State of Connecticut DAS/Bureau of Enterprise Systems and Technology (BEST)
By:  (Original Signature on Document in Procurement Files)	By:  (Original Signature on Document in Procurement Files)
Name: Carol Wilson, CPM	Name: Mark Raymond
Title: Procurement Director	Title: Chief Information Officer
Date: September 20, 2017	Date: September 20, 2017

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Services	Contractor: uWork, Inc. dba Covendis
By:  (Original Signature on Document in Procurement Files)	By:  (Original Signature on Document in Procurement Files)
Name: Elizabeth Basso	Name: Raymond Tsao
Title: Contract Specialist	Title: President & CEO
Date: September 20, 2017	Date: September 20, 2017

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For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503.428.5705
Email:	thay@nvpvaluepoint.org

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