

**PARTICIPATING ADDENDUM  
to NASPO ValuePoint  
IT Vendor Managed Service  
Administered by the State of Connecticut  
with uWork.com, Inc. dba Covendis  
Master Agreement No. 14PSX0338AA  
And  
The State of Colorado  
Contract # 141377**

**1. PARTIES AND SCOPE**

This Participating Addendum, including all of its attached exhibits and other documents incorporated by reference (the "Participating Addendum"), is entered into by and between uWork.com dba Covendis (the "Contractor"), and the State of Colorado (the "State"). This Participating Addendum covers participation in the IT Vendor Managed Service Master Agreement led by the State of Connecticut (the "Master Agreement"), for use by State agencies and other entities located in Colorado which are authorized by law to utilize State contracts with the prior approval of the State Purchasing Director. The specific Goods and Services provided under the Master Agreement are listed in **Exhibit C Products and Price List** of this agreement.

**2. PARTICIPATION**

Agencies, political subdivisions and other entities (including cooperatives) authorized by the State's statutes to use State contracts may make purchases under this Participating Addendum as of its Effective Date. Issues of interpretation and eligibility for participation are solely within the authority of the Chief Procurement Officer.

**3. STATE MODIFICATIONS TO MASTER AGREEMENT AND APPLICABILITY**

To the extent not modified by this Participating Addendum and all its exhibits, the Master Agreement and all its terms and conditions shall apply to this Participating Addendum. If any term of this Participating Addendum conflicts with the Master Agreement, then this Participating Addendum shall control for all transactions between the State and the Contractor under this Participating Addendum. All terms defined in the Master Agreement shall have the meaning given to them in the Master Agreement, except for those terms specifically defined differently in this Participating Addendum.

**4. RESERVED**

**5. PRIMARY CONTACTS AND PERSONNEL RESPONSIBILITIES**

The primary contacts for this Participating Addendum are the individuals named in this section. Either Party may change its primary contacts or primary contacts contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum. The Contractor's primary

contact shall be ultimately responsible for ensuring that all Goods are delivered and all Services are completed in accordance with this Participating Addendum.

**Primary Contact for the State:**

Greg Draughon  
Colorado State Purchasing & Contracts Office  
1525 Sherman Street, 3<sup>rd</sup> Floor  
Denver, CO 80203  
303-866-4552  
Gregory.Draughon@state.co.us

**Primary Contact for the Contractor:**

Alicia Homsher  
Covendis  
200 Walker Ave St. SW, Suite B  
Atlanta GA, 30313  
714-614-3216  
Alicia.homsher@covendis.com

Each individual identified in this §5 of the Participating Addendum shall be the primary contact of the designating Party. All notices required or permitted to be given under this Participating Addendum shall be in writing and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's primary contact at the address set forth above or (C) as an email with read receipt requested to the primary contact at the email address, if any, set forth above. If a Party delivers a notice to another through email and the email is undeliverable then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's primary contact at the address set forth above. Unless otherwise provided in this Participating Addendum, notices shall be effective upon delivery of the written notice.

In addition to the primary contact in this section, the Contractor shall also provide an individual who is ultimately responsible for the creation and submission of the quarterly volume report described in **Exhibit A** of this Participating Addendum. This individual, as named in this section, shall ensure that all required quarterly volume reports are accurate and delivered by the appropriate due date for that quarterly volume report. The Contractor may change this individual or their contact information by notice submitted to the other party in writing no later than 5 days following the date on which the change occurs, without a formal amendment to this Participating Addendum.

**Individual Responsible for Quarterly Volume Report Creation and Submission:**

Alicia Homsher  
Covendis  
200 Walker Ave St. SW, Suite B  
Atlanta GA, 30313  
714-614-3216  
Alicia.homsher@covendis.com

## 6. SUBCONTRACTORS

The Contractor may only use Subcontractors, as defined in **Exhibit A. §4.EE**, under this Participating Addendum if the State has provided written approval for the Contractor to use that Subcontractor. All such approved Subcontractors authorized in the State of Colorado, as shown on the dedicated Contractor website, are approved to provide sales and service support to the State and any Purchasing Entity in the State. The Contractor's Subcontractor's participation shall be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum, as appropriate.

## 7. ORDERS

Any Order placed by a Purchasing Entity in the State of Colorado for a Good or Service available under this Participating Addendum shall be deemed to be a sale (and governed by the prices and

other terms and conditions) under the Master Agreement and this Participating Addendum unless the parties to the Order agree in writing that another contract or agreement applies to such Order or the terms of that Order control to the extent that they conflict with the terms of the Master Agreement or this Participating Addendum.

## **8. ORDER OF PRECEDENCE AND ATTACHED EXHIBITS**

All of the exhibits listed in this section are attached to this Participating Addendum and are incorporated herein by reference. In the event of a conflict or inconsistency between this Participating Addendum and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- A. Colorado Special Provisions in **§20 of Exhibit A**, State Specific Terms
- B. **Exhibit D**, Information Technology Specific Terms
- C. The provisions of this Participating Addendum
- D. All other sections of **Exhibit A**, State Specific Terms
- E. **Exhibit B** Statement of Work
- F. **Exhibit C** Products and Price List

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provisions incorporated into any other document or agreement between the Parties that (i) requires the State to indemnify or hold harmless Contractor or any other party, (ii) is in violation of State law as, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State or (iii) is contrary to any of the provisions incorporated into **Exhibit A**, **§20** or the main body of this Participating Addendum.

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

<p align="center"><b>CONTRACTOR</b> Covendis</p> <p>By: <u>Alicia Hamsher</u> Title: <u>Senior Program Manager</u></p> <p>By: <u>[Signature]</u> - <u>[Signature]</u> *Signature</p> <p>Date: <u>12/3/19</u></p>	<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor</p> <p align="center">Department of Personnel &amp; Administration State Purchasing and Contracts Office Kara Veitch, Executive Director</p> <p>By: <u>[Signature]</u> - <u>[Signature]</u> Cindy Lombardi, State Purchasing and Contracts Director</p> <p>Date: <u>12/20/19</u></p>
<p align="center"><b>STATE OF COLORADO</b> Governor's Office of Information Technology Theresa M. Szczurek PhD, Information Officer and Executive Director CHIEF</p> <p>By: <u>[Signature]</u> <input type="checkbox"/> <u>[Signature]</u>, Deputy Secretary of Technology and Chief Financial Officer</p> <p>Date: <u>1/3/2020</u></p>	

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

§24-30-202 C.R.S. requires the State Controller to approve all State Contracts. This Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: [Signature]

Name: CLARK M BOLGER

Date: 1/7/2020