

Master Agreement #: 19-19-05

Contractor: Civic Initiatives, LLC.

Participating Entity: **STATE OF OREGON**

The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services (“DAS”), on behalf of itself, state agencies and members of the Oregon Cooperative Purchasing Program (“Purchasing Entities”) hereby enters into this Participating Addendum (“Addendum”) pursuant to the provisions of the above Master Agreement with Civic Initiatives, LLC. (“Contractor”). The Addendum is effective upon receipt of all necessary approvals and signature of both parties.

The following services are included in this contract portfolio:

**A. Acquisition Planning**

- Category One: Specifications/Scope of Work Review
- Category Two: Procurement Strategy/Acquisition Strategy Plan
- Category Three: Independent Government Cost Estimate (IGCE)

**B. Market Research**

- Category Four: Market Research
- Category Five: Cost and Pricing Analysis

**C. Solicitation and Award**

- Category Six: Solicitation Review or Preparation
- Category Seven: Source Selection
- Category Eight: Cost Realism Analysis

**D. Contract Management**

- Category Nine: Contract Development/Contract Formation
- Category Ten: Contract Management

**E. Completion and Closeout**

- Category Eleven: Vendor Performance Evaluation Program

**Other Services:**

- Category Twelve: Procurement Policy
- Category Thirteen: Category Management

**Master Agreement Terms and Conditions:**

1. Scope: This Addendum covers the *Procurement of Acquisition Support Services (PASS)* led by the State of *Hawaii* for use by state agencies and other entities located in the

Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Oregon. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Dustin Lanier
Address:	7000 N Mopac, #200
Telephone:	512-523-4834
Fax:	n/a
Email:	dlanier@civicinitiatives.com

Participating Entity

Name:	State of Oregon
Address:	Department of Administrative Services, Rachel R. Smith IT Procurement Strategist 1225 Ferry Street SE Salem, Oregon 97301
Telephone:	(971) 707-0263
Fax:	N/A
Email:	Rachel.r.smith@das.oregon.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions, in addition to Exhibits No. 1 – 4 attached hereto.

5. Lease Agreements: **“Reserved”**.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Oregon , as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: The State of Oregon, acting by and through the Department of Administrative Services, Procurement Services	Contractor:  Civic Initiatives
Signature:  <i>Rachel R. SMITH</i>	Signature:  <i>Dustin Lanier</i>
Name:	Name:  Dustin Lanier
Title:  IT Procurement Strategist	Title:  Founder/Principal Consultant
Date:  8/16/2023	Date:  August 16, 2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

## 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 entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Addendum, subject to the State-Specific Constitutional, Statutory and other requirements set forth herein.

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

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

“Contract” means any Purchase Order or Work Order Contract or other ordering instrument issued pursuant to this Addendum.

“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. Contracts and other ordering instruments.**

**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 Goods and Services under this Addendum. Purchasing Entities may use the Work Order Contract form attached here to as Exhibit No. 4, or such other ordering instrument as agreed to by the Purchasing Entity and Contractor, to acquire Services hereunder.

**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 up to \$250,000 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 shall verify that it provides Goods and Services under this Addendum only to eligible Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at

<http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

**3.4 Effect of Purchase Orders.** The State is only liable for purchases under Purchase Orders issued by State of Oregon agencies. Other Purchasing Entities are responsible for any purchases under Purchase 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 Goods or Services are subject to the provisions of a third-party license agreement, subscription agreement, maintenance and support agreement or any other third-party agreement, Contractor shall provide Purchasing Entity with a copy of any such third party agreement. Purchasing Entity shall have thirty (30) calendar days to review the agreement. Purchasing Entity may accept the terms of the agreement, reject the terms, or attempt to negotiate the terms with the third-party provider. In the event Purchasing Entity rejects the terms or is unable to come to agreement with the third-party provider, Purchaser Entity may revoke the Purchase 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 a Purchase 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 Purchase Order issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Purchase Order from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or Purchase 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 Purchase Order issued under this Addendum.

**7. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF).** Contractor shall submit Volume Sales Reports (VSRs) and submit Vendor Collected Administrative Fees (VCAF) as outlined at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>. The VCAF is a charge equal to 2.0% of Contractor's gross total sales, less any credits, made to Purchasing Entities during the reporting period.

**8. 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.

**9. 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.

**10. Control of Defense and Settlement.** Contractor's obligation to indemnify Purchasing Entity as set forth in the Master Agreement is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware. Contractor shall have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**11. Limitation of Liability; Exclusions.**

**11.1** The Participating State's or a Purchasing Entity's indemnification obligations to Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

**11.2** Contractor's liabilities under this Addendum are limited to two times the value of the Contract, under which the claim arises provided, however, Contractor's liability for any loss, damage, statutory penalty, or expense (including reasonable attorneys' fees) arising out of or resulting from the Goods, Products or Services is not limited for the following claims: personal injury, death, damage to tangible and intangible property, breach of confidentiality obligations, breach of privacy protection obligations, breach of data protection obligations, or data loss subject to the provisions of any Contract issued pursuant to the Addendum.

**12. Insurance.** Within ten (10) days of the Effective Date, Contractor shall deliver to DAS a certificate evidencing the insurance coverage set forth on Exhibit No. 2. No Purchase 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.

**13. Jurisdiction and Venue.** Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Purchase 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 A PURCHASE 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 Purchase 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.

**14. Remedies.** If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Purchasing Entity is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing goods or services, or replace or modify the goods 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 Purchase Order to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will return the allegedly infringing goods or terminate the allegedly infringing services.

**15. Term and Termination of Participating Addendum.**

**15.1** 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.

**15.2 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.

**15.3 Effect of Termination of the Participating Addendum.** Contractor shall not accept any new purchase orders or ordering instruments after this Addendum is terminated. However, termination of this Addendum does not terminate the rights or obligations of any party to a purchase order or other ordering instrument executed before termination of this Addendum. Purchase Orders or ordering instruments executed prior to termination of this Addendum may continue in effect, subject to their terms.

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

**17. 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 Purchase Orders, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

**18. Compliance with Law.**

**18.1 General.** In addition to the compliance of law provisions of the Master Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to Contractor or to the Goods or Services ordered under this

Addendum or any Purchase Order, as may be modified or adopted from time to time. Further, a Purchasing Entity's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

**18.2 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 a Purchase 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.

**18.3 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 Purchase Orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

**18.4 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 Purchase Order.

**18.5 Undisclosed Debt; Tax Compliance and Certification.** By executing this Addendum, the undersigned certifies under penalty of perjury that, to the best of the individual's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions, and Contractor complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state, and Contractor shall, for the term of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, to Lessor's property, operations, receipts, or income, or to Lessor's performance of or compensation for any work performed by Lessor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, or to goods, services, or property, whether tangible or intangible, provided by Lessor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any violation of this provision will be considered a material breach of this Addendum and applicable Purchase 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 a Purchase Order.



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

**19. 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 State of Oregon policies governing use and disclosure of State Agency Purchasing Entity information and data and access to State of Oregon information assets, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

- **Oregon's Statewide Information Security Standards, found online at:** <https://www.oregon.gov/eis/cyber-security-services/Pages/guidance-for-state-agencies.aspx> including security controls that meet or exceed "Moderate" security controls in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53.
- **Oregon's Statewide Information Security Plan, found online at:** <https://www.oregon.gov/eis/cyber-security-services/Pages/guidance-for-state-agencies.aspx>
- **Statewide Cloud Computing policy:** <http://www.oregon.gov/das/policies/107-004-150.pdf>
- **Oregon's Statewide Information Technology Policies:** [www.oregon.gov/das/Pages/policies.aspx#IT](http://www.oregon.gov/das/Pages/policies.aspx#IT).
- **Privileged Access Monitoring and Reporting viewable at:** <https://www.oregon.gov/das/Policies/107-004-140.pdf>
- Other security and/or data privacy laws as may be applicable.

**20. Application of Public Records Law.** Participating Entity's 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.

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

**22. 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 Purchase Order. An Purchasing Entity may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

**23. Independent Contractor.** Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or

create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

**24. Access to Records.** Contractor will maintain all fiscal records relating to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase 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 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 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 shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY.** All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Addendum including Employers' Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000.00 per occurrence. Annual aggregate limit shall 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 \$1,000,000.00 for bodily injury and property damage.

**PROFESSIONAL LIABILITY.** Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Addendum in an amount not less than \$ 1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

**ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Addendum.

**TAIL COVERAGE.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and DAS' 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 Goods and performing any Services required under this Addendum. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance DAS 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 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):** Civic Initiatives, LLC

Street address: 7000 N Mopac, #200

City, state, zip code: Austin, TX 78731

Email address: dlanier@civicinitiatives.com

Telephone: ( 512 ) 523-4834 Fax: ( )

Contractor's taxpayer identification numbers;

Federal Tax Number 27-3944234 Oregon Tax Number 01805192-9

**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):

- |                                                               |                                                        |                                              |
|---------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Professional Corporation             | <input type="checkbox"/> Nonprofit Corporation         | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Corporation                          | <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Other               |

**EXHIBIT NO. 4**

**WORK ORDER CONTRACT FORM  
(including Statement of Work)**

**NASPO Master Agreement #** 19-19-05  
**Oregon Participating Addendum #** PO-10700-00023643  
**Work Order Contract #** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This Work Order Contract # \_\_\_\_\_ is between the State of Oregon, acting by and through \_\_\_\_\_ ("Participating Entity") and Civic Initiatives, LLC ("Contractor") ("Work Order Contract" or "WOC"), and is subject to and hereby incorporates by this reference all of the terms and conditions contained in NASPO Master Agreement #19-19-05 and Oregon Participating Addendum # PO-10700-00023643 ("Addendum") between the Department of Administrative Services, Procurement Services ("DAS") on behalf of itself, state agencies and members of the Oregon Cooperative Purchasing Program and Contractor effective 8/17/2023.

No Services shall be performed until this WOC is signed by all Parties, all approvals necessary for Purchasing Entity's execution of this WOC have been obtained and the Notice-to-Proceed has been issued to Contractor by Purchasing Entity.

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

**WOC Exhibit No. 1: Statement of Work ("WOC Statement of Work")**

**Order of Precedence:** In the event of a conflict, the documents will be interpreted in the following order of precedence:

- (1) Addendum, including its exhibits;
- (2) Master Agreement, including its exhibits;
- (3) WOC, less its exhibits;
- (4) WOC Exhibit No. 1; and
- (5)

**Background and Purpose:**

**Work Order Contract Termination Date:** \_\_\_\_\_

**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 is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which includes payment for any allowable expenses for which Contractor may request reimbursement under this WOC.

**Funds Available and Authorized:** Purchasing Entity believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this WOC within Purchasing Entity's biennial appropriation or limitation. Contractor understands and agrees that Purchasing Entity's payment of amounts under this WOC is contingent on Purchasing Entity receiving appropriations, limitations, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to continue to make payments under this WOC.

**Purchasing Entity Authorized Representative or Designated Contact:**

Name:  
Attn:  
Title:  
Address:  
Contact Telephone Number:  
E-Mail Address:

**Other Purchasing Entity Key Persons:**

Name:  
Attn:  
Title:  
Address:  
Contact Telephone Number:  
E-Mail Address:

**Contractor's Authorized Representative (if different from Cpmtract) or Other Key Persons:**

Name:  
Attn:  
Title:  
Address:  
Contact Telephone Number:  
E-Mail Address:

**Certification:** Any individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on the Contract is the 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, for a period of no fewer than six calendar years preceding the Effective Date of this WOC, Contractor is not in violation of and has faithfully has complied with: (i) all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318;(ii) any

tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and (d) Contractor is an independent Contractor as defined in ORS 670.600.

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.

**CIVIC INTIATIVES, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
FEID: \_\_\_\_\_

**STATE OF OREGON, acting by and through the \_\_\_\_\_**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved for Legal Sufficiency pursuant to ORS 291.047 and OAR 137-045-0030 by:**

By: \_\_\_\_\_  
Assistant Attorney General  
Date: \_\_\_\_\_



**WOC Exhibit No. 1, Sample Statement of Work**

**PART I: Contractor Tasks and Deliverables**

Contractor shall provide the following Services:

**Task No. 1:**

Deliverables:

*Acceptance Criteria:*

**Task No. 2:**

Deliverables:

*Acceptance Criteria:*

**Task No. 3:**

Deliverables:

*Acceptance Criteria:*

***Responsibilities of Purchasing Entity:***

**PART II: Deliverable and Payment Schedule**

Task/ Deliverable No.	Description	Due Date	Amount Payable (NTE)
			.00
			.00
			.00
			.00
			.00
			.00
			.00
			.00
			.00
			.00
<b>TOTAL MAXIMUM WOC COMPENSATION</b>			

**PART III. SPECIAL CONSIDERATIONS (*if any*)**