



Participating Addendum Number PO-10700-00050599
for
Security & Fire Protection Services
between
State of Oregon
and
Convergent Technologies LLC

This Participating Addendum (also referenced as “Addendum”) is entered into by the State of Oregon Department of Administrative Services (DAS) State Procurement Services (“Participating Entity”) on behalf of State Agencies and ORCPP members (each a “Purchasing Entity”) and the following Contractor for the purpose of participating in NASPO ValuePoint Master Agreement Number **99SWC-NV23-16262**, executed by Contractor and the State of **Nevada** (Lead State) for **Security & Fire Protection Services** (“Master Agreement”):

Convergent Technologies LLC (“Contractor”)
One Commerce drive
Schaumburg, Illinois 60173

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Vincent Piau
Vice President
Vincent.piau@convergent.com
301-641-9616

Participating Entity’s contact for this Participating Addendum is:

Jennifer Jolley, CPPB, OPBC
State Procurement Analyst
P: 971-900-7695
E: Jennifer.jolley@das.oregon.gov

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement (including as amended), 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 herein, 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. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. EIS Approval.** Purchasing Entities in the executive department of State government subject to the State Chief Information Officer’s authority under ORS 276A.300 for security must consult with Enterprise Information Services (“EIS”) prior to placing an Order through this Addendum.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor’s NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor’s subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.
 - d.** Any amendment to the Master Agreement will be deemed incorporated into this Participating Addendum, to the extent the amendment does not conflict with Exhibit 1 of this Addendum or applicable law or administrative rule, unless the amendment is rejected by Participating Entity in writing to Contractor within ten calendar days of the amendment’s effective date, and this Participating Addendum amended to reflect the rejection. The parties may enter into a written amendment of this Participating Addendum that reflects the otherwise-rejected Master Agreement.
 - e. 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, including Exhibit 1, 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 shall submit volume sales reports to Participating Entity and shall pay an administrative fee of two percent (2%) as set forth in:

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

VIII. INFORMATION TECHNOLOGY STANDARDS. Purchasing Entity data, activities, or systems related to an Order may have additional requirements under law, administrative rule, policy, or contract that must be satisfied under an Order. When applicable, a Purchasing Entity will identify in the Order any additional information technology, security, data protection, and privacy protection standards. Contractor shall comply with all applicable requirements under law, administrative rule, policy, or contract that relate to the Order. By accepting the Order, Contractor agrees it has an affirmative duty to identify and shall comply with all requirements related to Purchasing Entity data, activities, or systems, including as set forth in an Order, in law or rule, in written policy, or as otherwise provided to Contractor.

IX. ATTACHMENTS. This Participating Addendum includes the following exhibits which in the event of a conflict with each other or with the terms of this Participating Addendum, will be interpreted in the following order:

- 1) This Participating Addendum, less its exhibits.
- 2) Exhibit No. 1, Participating Entity Modifications and Additions to Master Agreement
- 3) Exhibit No. 4, Federal Terms and Conditions.
- 4) Exhibit No. 2, Insurance Requirements.
- 5) Exhibit No. 3, Contractor Data.
- 6) Exhibit No. 5.1, Sample Purchase Order or Exhibit 5.2, Sample Work Order Contract Template for State Agencies.
- 7) Exhibit No. 6, Additional Provisions for Work Order Contract, if necessary

X. NOTICE. Any notice required herein must be sent to the following:

For Contractor:

Veronica Miglin
Contract Vehicles Manager
veronica.miglin@convergint.com
207-239-2903

For Participating Entity:

Jennifer Jolley, CPPB, OPBC
State Procurement Analyst
Jennifer.jolley@das.oregon.gov
P: 971-900-7695

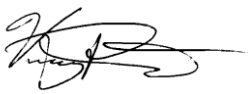
XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The parties acknowledge and agree that the Participating Addendum, as amended, may 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 the party 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 hereto. Contractor certifies the information provided on Exhibit No. 3 is true and correct to the best of its knowledge.


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

CONTRACTOR:

Signature:  Date: 7/17/25
Printed Name, Title: Vincent Piau, Vice President
Federal Tax ID: _____ Oregon Tax ID: _____

PARTICIPATING ENTITY:

State of Oregon, acting through the Department of Administrative Services, State Procurement Services on behalf of State Agencies and ORCPP members

Signature:  Date: 07/21/2025
Printed Name, Title: John Anglemier State Procurement Manager

LEGAL APPROVAL:

Approved by Karen Johnson _____ via email dated June 13, 2025
Matter: 107090, GF 0535-25

EXHIBIT NO. 1

Participating Entity Modifications and Additions to Master Agreement

1. Incorporation of Master Agreement. Participating State and Purchasing Entities are intended beneficiaries of the Master Agreement and are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Participating Addendum, subject to the State-Specific Constitutional, Statutory and other requirements set forth in this Participating Addendum.

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

“EIS” means the State of Oregon’s Enterprise Information Services.

“Order” means a Purchase Order or Work Order Contract substantially in the form attached hereto as Exhibit No. 5.1 or 5.2 or other ordering instrument, including a Statement of Work, used to acquire Services under this Addendum.

“ORCPP” is the State of Oregon’s Cooperative Purchasing Program. ORCPP members are authorized to use DAS SPS statewide agreements. ORCPP members include: State Agencies not subject to DAS SPS 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” means the State of Oregon.

“State Agency” or “State Agencies” means all 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. Orders are generally addressed in Article VII of Attachment A in the Master Agreement. An Order may include a Statement of Work. For State Agencies, a sample Purchase Order and a sample Work Order Contract and Statement of Work is attached to this Addendum as Exhibit No. 5.1 and 5.2. Orders may include the Additional Provisions set forth in Exhibit No. 6, as applicable to the Services.

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 Services under this Addendum.

3.2 DAS Purchasing Threshold. Purchasing Entities that are State Agencies 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 State Agencies must obtain all other necessary approvals,

including EIS and legal sufficiency approval, as may be required.

3.3 Verification of Purchasing Entities. Contractor shall 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 Agencies. Other Purchasing Entities are responsible for any purchases under Orders they issue. DAS SPS is not obligated or liable under an Order unless DAS SPS is the Purchasing Entity. The State expressly disclaims any liability for purchases made by non-State Agency Purchasing Entities or any other entity.

4. Insurance. Contractor shall provide at least the insurance required under Exhibit No. 2 as a part of each Order. A Purchasing Entity may require additional insurance coverage in an Order. Within 10 Days of the effective date of this Participating Addendum, Contractor shall deliver to DAS SPS 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.

5. 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds and may incorporate Exhibit No. 4 in whole or in part in an Order. By accepting the Order, Contractor agrees to comply with the requirements related to the use of federal funds.

6. Software and Online Services. To the extent any Products or Services are subject to the provisions of a software license agreement, third party license agreement, subscription agreement, maintenance and support agreement or any other terms for software or online services, Contractor shall provide Purchasing Entity with a copy of any such terms. Purchasing Entity will have 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. In the event Purchasing Entity rejects the terms or is unable to come to agreement with the software or online services provider, Purchasing 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. This Addendum may be amended to include terms for software or online services

7. 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 provisions set forth in Exhibit No. 6, Additional provisions, if applicable to the Order, and updates to those laws, regulations, and policies as may be made 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 include but are not limited to:

1. The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628.
2. Those specified in an Order.

3. Those otherwise provided to Contractor.

8. 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>.

9. 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.

10. 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.

11. 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.

12. Control of Defense and Settlement. Contractor's obligation to indemnify Purchasing Entity as set forth in the Master Agreement is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware. Contractor will have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor may defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor may Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event it 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.

13. Limitation of Liability; Exclusions.

The Participating Entity's or a State Agency Purchasing Entity's indemnification obligation 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).

14. Jurisdiction and Venue.

14.1 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 an Order under this Addendum, must 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 must 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.

14.2 Any Claim between Contractor and an Purchasing Entity other than the State of Oregon or a State Agency that arises from or relates to an Order or this Addendum must 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 must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

15. Remedies. If any 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 Services, or replace or modify the Services so that they become non-infringing; provided that the replacement or modified 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 services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing Services.

16. Termination of Participating Addendum. In addition to its termination rights under the Master Agreement, DAS SPS may terminate this Addendum, in whole or in part, at any time upon 30 Days prior written notice to Contractor.

17. Termination of Individual Orders. In addition to its termination rights under the Master Agreement, Purchasing Entity may, at its sole discretion, terminate an individual Order(s), in whole or in part, upon 30 Days written notice to Contractor, or Purchasing Entity and Contractor may agree to

terminate a Order at any time by written consent.

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

19. Compliance with Law.

19.1 General. In addition to the compliance of law provisions of the Master Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to Contractor or to the Products or Services ordered under this Addendum or any Order, as may be modified or adopted from time to time. Further, a Purchasing Entity's performance under an Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

19.2 Pay Equity. Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, gender identity, or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS or Purchasing Entity to terminate this Addendum or an Order for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

19.3 False Claims. Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Addendum or the Orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

19.4 Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Order.

19.5 Undisclosed Debt; Tax Compliance and Certification. By executing this Addendum, the undersigned certifies under penalty of perjury that, to the best of the individual's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State or any of its agencies, boards, commissions, departments or divisions, and Contractor complied with the tax laws of the State

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 the 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 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 apply to Contractor, or to Products, 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. Any violation of this provision will be considered a material breach of this Addendum and applicable Orders. DAS and Purchasing Entity, as applicable, may pursue any and all remedies set forth in the Master Agreement, including termination of this Addendum or an Order.

This Addendum and Orders by State Agencies 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 Contractor's compensation under Orders placed through this Addendum, or (ii) exercising a right of setoff against Contractor's compensation relating to this Addendum 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.

20. Application of Public Records Law. Participating Entity and Purchasing Entity's obligations of confidentiality, if any, are subject to 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 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 Order. A Purchasing Entity may withhold final payment under an Order until Contractor has provided the Oregon Department of Revenue with the required information.

23. Independent Contractor. Contractor certifies that it is an independent contractor and at all times shall act as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements,

representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

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

EXHIBIT NO. 2 INSURANCE

In addition to the insurance coverage requirements set forth in the Master Agreement, Contractor shall obtain 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 \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage.

PROFESSIONAL LIABILITY. Professional Liability insurance covering 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 Products 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): DG Investment Intermediate Holdings 2, Inc.
Convergent Technologies Inc.
Street address: One Commerce Drive
City, state, zip code: Shaumburg, IL 60173
Email address: Contractvehicles@convergent.com
Telephone: (207-239-2903) Fax: ()

Contractor's taxpayer identification numbers;

Federal Tax Number _90-0881132 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):

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

EXHIBIT NO. 4
FEDERAL PROVISIONS

Contractor shall comply with all applicable federal law, regulations and executive order, as indicated, and shall cause all applicable subcontractors to comply with all federal law, regulations and executive order including the following. For purposes of this Master Agreement, all references to federal laws are references to federal laws as they may be amended from time to time.

- 1. Equal Employment Opportunity.** Contractor complies with all applicable Federal anti-discrimination laws material to Purchasing Entity's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and certifies that it does not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws.

- 2. Clean Air Regulations. Contractor agrees:**
 - a. It will not use any facilities listed on the US EPA list of violating Facilities";
 - b. It will report the sue of facilities place on the or likely to be placed on the US EPA "list of Violating Facilities".
 - c. It will report violations of use of prohibited facilities to FTA; and
 - d. It will comply with rhea inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. 7401-7671q); and he Federal Water pollution Control Act, as amended (33 U.S.C 1251-1387)
 - e. It will include the substance of this clause in all agreements or subcontractors in excess of \$150,000 with subcontractors at every tier, including this requirement to flow down the clause.

- 3. Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

- 4. EPA Regulations.** Contractor shall comply with all applicable standards, Request for Services, or requirements under Executive Request for Services 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the State, HHS, and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than \$100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

- 5. Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

- 6. Recycled Materials.** To the extent practicable, shall use products containing recovered materials that are EPA-designated items in it performance of this Agreement unless the product cannot be

acquired (i) competitively within a timeframe providing for compliance with the Contract performance schedule, (ii) meeting Contract performance requirements, or (iii) at a reasonable price.

7. Energy Efficiency. Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

8. Byrd Anti-Lobbying Amendment; Truth in Lobbying. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor's knowledge and belief that:

8.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

8.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

8.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

9. Substance Abuse Prevention and Treatment and Drug Free Workplace. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other

employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

- 9.1. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.
- 9.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- 9.3. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- 9.4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

Contractor certifies that will provide drug-free workplaces for their employees.

10. Access to Records; Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the State of Oregon, Purchasing Entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the Contract. Contractor and Purchasing Entity acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. Audits and inspections are limited to twice per year, after providing 10 days' prior written to Contractor.

11. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

- 11.1.** Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 11.2.** Contractor has not within a three-year period preceding the Effective Date of this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 11.3.** Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection, 16.2 of this certification; and
- 11.4.** Contractor has not within a three-year period preceding the Effective Date of this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

12. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

13. Pro-Children Act. Contractor shall comply and cause all subcontractors to comply with the Pro-Children Act of 1995 (codified at 20 USC section 6081 et. seq.).

14. Federal Tax Information. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

15. US Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.

16. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

17. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

18. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).


19. Use of Logos. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific FEMA pre-approval.

20. False Statements. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.

21. General Provisions. The Federal government is not a party to this Contract and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Contract.

EXHIBIT NO. 5.1

SAMPLE PURCHASE ORDER

|  | | <h1>STATE OF OREGON</h1> | | | PURCHASE ORDER (PO) NO. | |
|--|-------------|--------------------------|---------------|----------------------|-------------------------|--|
| Agency | | PO Date | Delivery Date | Bid Number | Requisition No. | |
| Contractor Name and Address Carahsoft Technology Corp. | | | Bill To | | | |
| Contractor FEIN | | BPO/Contract Number | | Agency Contact/Phone | | |
| Ship To | | | FOB | | | |
| | | | Terms | | | |
| Item | Description | Quantity | U/M | Unit Price | Extended Amt. | |
| | | | | | | |
| Special Terms and Conditions: | | | | Sub Total | | |
| | | | | Freight | | |
| | | | | <u>Total</u> | | |

This Purchase Order is subject to and incorporates the terms and conditions of Master Agreement No. 99SWC-NV23-16262 between Contractor and the State of Nevada, on behalf of the members of the NASPO ValuePoint Purchasing Program effective May 5, 2023, as amended from time to time and Oregon Participating Addendum No. PO-10700-00050599 between Contractor and the State of Oregon, acting by and through the Department of Administrative Services, effective _____, as amended from time to time. This Purchase Order, the Master Agreement, and Participating Addendum constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written.

| | | |
|-------------------|----------------|--|
| Authorized Agent: | Approved Date: | |
|-------------------|----------------|--|

EXHIBIT NO. 5.2

SAMPLE WORK ORDER CONTRACT

Participating Addendum # _____

Work Order Contract # _____

This Work Order Contract # _____ (“Work Order Contract” or “WOC”) is entered between the State of Oregon, acting through its _____ (“Purchasing Entity”), and _____, (“Contractor”).

I. Recitals

1. Purchasing Entity desires to engage Contractor to provide Services to enable Purchasing Entity to achieve specific business and governing entity mission objectives.
2. Contractor desires to perform the following Services for Purchasing Entity:

II. Agreement

In consideration of the foregoing recitals and the mutual terms and conditions set forth below, Purchasing Entity and Contractor agree as follows:

1. This WOC is entered pursuant to, and is subject to, the Participating Addendum (“PA”).
2. **WOC Documents and Order of Precedence.** This WOC is entered pursuant to, and is subject to, the PA. The provisions of the PA are incorporated herein and apply to this WOC by reference. If a conflict, inconsistency or ambiguity arises in WOC interpretation, this WOC must be interpreted in the following order of precedence:
 - 1) WOC less
 - 2) Exhibit No. 1, Statement of Work
 - 3) PA Exhibit No. 2, Insurance Requirements
3. **Effective Date and Term.** This WOC is effective on the date that it has been executed by Purchasing Entity and Contractor and has been approved as required by applicable law (“Effective Date”). Purchasing Entity and Contractor may extend the term of this WOC upon written agreement. Unless terminated or extended, this WOC will expire on _____. WOC expiration does not extinguish or prejudice Purchasing Entity’s right to enforce this WOC with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.
4. **Services; Performance Metrics and Service Level Guarantees.** Contractor shall perform the Services and deliver to Purchasing Entity the deliverables (“Deliverables”) set forth in Exhibit No. 1, the Statement of Work (the “Statement of Work”). The Statement of Work includes the delivery and payment schedule for the Deliverables and Services. Contractor shall perform the Services according to the terms and conditions of this WOC. In its provision of the Services, Contractor shall meet the performance metrics and service level guarantees set forth in Exhibit No. 1, Statement of Work. Contractor shall provide, maintain, and upgrade any hardware and related equipment, and software provided by Contractor and required for delivery and operation of the Services.
5. **Compensation, Invoices and Payment Methodology.**

5.1. The maximum not-to-exceed compensation payable to Contractor under this WOC, which includes allowable expenses is _____ (\$ _____). Purchasing Entity will not pay Contractor any amount in excess of the not-to-exceed compensation of this WOC and will not pay for Services performed before the Effective Date or after expiration or termination of this WOC. If the maximum compensation is increased by amendment of this WOC, the amendment must be fully effective before Contractor performs the Services subject to the amendment.

5.2. Contractor shall send all invoices to:

5.3. Purchasing Entity shall pay Contractor for Services and Deliverables as set forth in Exhibit No. 1.

5.4. Purchasing Entity will not pay or reimburse any expenses incurred by Contractor during the completion of the Services except as authorized in the Statement of Work or elsewhere in this Contract. Any such authorized travel expenses must comply with the Oregon Travel Policy available on the Internet at: <http://www.oregon.gov/das/cfo/sars/policies/oam/40.10.00.pdf>

6. **WOC Authorized Representatives and Key Persons.** The following individuals are Authorized Representatives or Key Persons under this WOC:

(Additional names may be added for either party. Delete these instructions prior to executing the WOC.)

Purchasing Entity:

Name:

Title:

Role:

Address:

Phone:

Email:

Contractor:

Name:

Title:

Role:

Address:

Phone:

Email:

7. **Tax Certification.** The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that: that for a period of at least six (6) years prior to the WOC Effective Date, Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state, as defined in the ATA.

Authorized Signatures:

Contractor

[signature]

By: _____ Date: _____
[print name]

Title: _____

Purchasing Entity

[signature]

By: _____ Date: _____
[print name]

Title: _____

Approved for legal sufficiency pursuant to ORS 291.047 and OAR 137-045-0030

Oregon Department of Justice

By: _____ Date: _____
Assistant Attorney General

Exhibit No. 1 to Service Order Contract

Statement of Work

Part I. General Information and Overview

(Insert an overview of the project plus the services, to be provided under the WOC. Be specific about what services are being provided. Including the service categories.)

Acceptance Process for Deliverables:

(Describe any other processes)

Assumptions

(For Example:

Provide a list of all tasks and timelines.

Provide a list of all items that could cause Contractor work stoppage or delay. If none can delete.)

Part II. Tasks and Deliverables

A. Tasks and Deliverables

(Add as many task and deliverables as necessary)

Insert a General Description of Services, to include:

- *Specific Tasks and Deliverables*
- *Acceptance criteria/plan(s),*
- *Delivery requirements/schedule*

Task No. 1:

(insert description of task and deliverables)

Task No. 1 Deliverables:

Deliverable 1.1:

Acceptance Criteria:

Deliverable 1.2:

Acceptance Criteria:

Deliverable & Payment Schedule:

| No. | Deliverable Description | Due Date | Not-To-Exceed Amount |
|-----|-------------------------|---------------------------------|----------------------|
| 1.1 | | WOC Effective Date of + xx days | |

| | | | |
|-----|--|--|--|
| 1.2 | | 5 days after end of preceding month | |
| 1.3 | | 10 days after end of preceding quarter | |
| 1.4 | | TBD | |

B. RESPONSIBILITIES OF PURCHASING ENTITY

(1) Purchasing Entity’s obligations set forth in this WOC shall 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.

(2) In addition, Purchasing Entity shall also have the following additional obligations:

(Please list any additional Purchasing Entity responsibilities)

C. RESPONSIBILITIES OF CONTRACTOR

(Please list Contractor’s responsibilities.)

Part III. Special Considerations.

(Include all special considerations if none delete this section.)

Part IV. Payment Provisions.

(Include any payment provision details if any.)

A. Payment Provisions

B. Purchasing Entity shall pay Contractor upon review and approval of Contractor’s monthly invoice(s).

Part V. Travel and Other Expenses.

Unless otherwise agreed, Purchasing Entity will not reimburse Contractor travel or other expenses, unless Purchasing Entity has preapproved expenses and only pursuant to the Oregon Accounting Manual: [State of Oregon: Accounting and reporting - Oregon Accounting Manual](#)

EXHIBIT NO. 6

ADDITIONAL PROVISIONS

In addition to the provisions of the Master Agreement, Addendum, and Order, Contractor and Purchasing Entity agree to the following additional provisions:

1. **Applicability.** These Additional Provisions apply to the provision of Security & Fire Protection Services described in the Order and SOW.
2. **Purchasing Entity Data.**
 - 2.1. **Ownership of Purchasing Entity Data.** Any information Contractor or its employees or agents receives or creates relating to Purchasing Entity or Purchasing Entity's clients (Purchasing Entity Data) is owned by Purchasing Entity. Purchasing Entity hereby grants Contractor a license to use Purchasing Entity Data to fulfill the purposes of this Order, and otherwise only as specifically described in this Order, Oregon's Participating Addendum and the Master Agreement.
 - 2.2. **Limited Purposes.** Contractor shall limit the use or disclosure of Purchasing Entity Data to persons directly connected with the services delivered by Contractor and the administration of this SOW.
 - 2.3. **No Overseas Access, Storage, or Transmission.** Purchasing Entity Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.
 - 2.4. **Prohibition on Data Mining.** Contractor shall not capture, maintain, scan, index, share or use Purchasing Entity Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, "non-authorized activity" means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this SOW.
 - 2.5. **Privacy and Security Measures.** Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Purchasing Entity Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.
3. **Compliance with Laws, Regulations, and Policies.** Contractor represents and warrants it and all Contractor employees, contractors, and agents comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of Purchasing Entity Data [and access to State of Oregon information assets], including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:
 - 3.1. Oregon's Statewide Information Technology (IT) Control Standards, found online at: [eis-css-statewide-information-technology\(IT\)-control-standards.pdf](https://eis-css-statewide-information-technology(IT)-control-standards.pdf), including security controls that meet or exceed "Moderate" security controls in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53.
 - 3.2. Oregon's Statewide Information Technology Policies: www.oregon.gov/das/Pages/policies.aspx#IT.
 - 3.3. The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628.

3.4. **HIPAA Requirements.** Services are subject in part to the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act portion of the American Recovery and Reinvestment Act of 2009, and its implementing regulations, including the Privacy and Security Rules found at 45 CFR Parts 160 and 164 (collectively, “HIPAA”) because certain Purchasing Entity programs are operated in its role as a hybrid covered entity.

3.4.1. Contractor is a “**Business Associate**” of Purchasing Entity (as that term is defined at 45 CFR § 160.103) for the Services purchased under this Agreement to the extent Services include Purchasing Entity disclosure of Protected Health Information to Contractor. Contractor agrees to comply with the Business Associate Agreement attached as **Attachment ##** to the extent that Services or obligations arising under this Agreement are covered by HIPAA, including as specified in **Attachment ##**, Business Associate Agreement.

3.5. **CJIS Requirements.** For Purchasing Entity Data that includes criminal history record information (CHRI), Contractor shall comply with the Federal Bureau of Investigation Criminal Justice Information Services Addendum, as set forth in **Attachment ##**, including all documents incorporated by reference in **Attachment ##**.

4. **Notifications.**

4.1. **Incidents and Breaches.** In the event Contractor or its subcontractor or agents discover or are notified of a suspected or confirmed security incident, or a suspected or confirmed breach of security or privacy, Contractor shall notify Purchasing Entity’s point of contact (or delegate) immediately, and in no event more than 24 hours following discovery or notification. An incident is an observable, measurable occurrence that is a deviation from expected operations or activities. A breach includes a failure to comply with Contractor’s confidentiality obligations. If Purchasing Entity determines that a breach requires notification of its clients, or other notification required by law, Purchasing Entity will have sole control over the notification content, timing, and method, subject to Contractor’s obligations under applicable law.

4.2. **Requests for Purchasing Entity Data.** In the event Contractor receives a third party request for Purchasing Entity Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Purchasing Entity notice and provide such information as may reasonably be necessary to enable Purchasing Entity to take action to protect its interests.

4.3. **Changes in Law.** Each party will provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

5. **Access to Data.** Contractor shall not suspend Purchasing Entity’s access to Purchasing Entity Data at any time during the term of this SOW or the post-termination access period. Upon SOW termination (including by expiration), Contractor shall, at Purchasing Entity’s discretion, either return all Purchasing Entity Data to Purchasing Entity (or delegate) in an agreed-upon format, or ensure Purchasing Entity has access and the ability to retrieve Purchasing Entity Data following termination for an agreed-upon duration. Contractor shall not retain any copies of Purchasing Entity Data following Purchasing Entity’s written verification that Purchasing Entity no longer requires post-termination access, except as necessary for audit verification purposes.

6. **Sanitization.** Contractor shall not destroy Purchasing Entity Data without Purchasing Entity’s written authorization. Contractor shall notify Purchasing Entity of any conditions that make returning all Purchasing Entity Data not feasible. Upon Purchasing Entity’s written

acknowledgement that returning all Purchasing Entity Data is not feasible, Contractor shall promptly purge or destroy retained Purchasing Entity Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-53 (or other agreed-upon standard) and provide Purchasing Entity with written certification sanitization.

- 7. Background Checks.** Contractor has completed a criminal background check on its employees, agents, and contractors providing Services under this SOW and who have access to Purchasing Entity Data. Upon reasonable written request of Purchasing Entity, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing Services.
- 8. Purchasing Entity Audit Rights and Access.** Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this SOW, and provide Purchasing Entity, the Oregon Secretary of State, and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities and records to:
 - 8.1.1. Determine Contractor' compliance with this SOW,
 - 8.1.2. Validate Contractor' written security risk management plan, or
 - 8.1.3. Gather or verify any additional information Purchasing Entity may require to meet any state or federal laws, rules, or orders, including those regarding Purchasing Entity Data.
 - 8.1.4. **Notice.** Except as stated below for security logs, access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.
 - 8.1.5. **System Security Logs.** Contractor shall provide designated Purchasing Entity staff on-demand access to system security logs in report form for the Services, including user-level access logs for both Purchasing Entity and Contractor users.

OTHER ATTACHMENTS, if applicable (If not applicable delete this section prior to sending to the Contractor):

Purchasing Entity to work with DOJ to determine the applicability of the following attachments:

Attachment 2: BUSINESS ASSOCIATE AGREEMENT

Attachment 3: CJIS ADDENDUM