

Sample Oregon Participating Addendum

**NASPO ValuePoint
PARTICIPATING ADDENDUM
("ADDENDUM")**



WALK-IN BUILDING SUPPLIES

Lead by the State of Utah

Master Agreement #: _____

Contractor: _____ **(Contractor)**

Participating State: **STATE OF OREGON, acting by and through the
Department of Administrative Services,
Procurement Services ("DAS PS")**

Master Agreement Terms and Conditions:

1. Scope: This Addendum covers the acquisition of ***Walk-In Building Supplies*** and is for use by state agencies and other entities located in the State of Oregon, as authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

The following Goods and Services are included in this Addendum:

- *All Goods and Services and accessories listed in the Master Agreement, as set forth on the Contractor page of the NASPO ValuePoint website.*

This Addendum establishes an agreement to agree between Contractor and DAS PS pursuant to ORS 279B.140. The Goods and Services offered under the Master Agreement that are available under this Addendum are described above. This Addendum contains additional terms and conditions specifically applicable to individual Contracts between Contractor and Purchasing Agencies. In the event of a conflict between the terms and conditions of this Addendum and the Master Agreement, the following order of precedence applies:

- (a) This Addendum, less its exhibits;
 - (b) Exhibit No. 1 of the Addendum (State Specific Terms and Conditions);
 - (c) Exhibit No. 2 of the Addendum (Insurance);
 - (d) the Master Agreement and its exhibits in the order set forth therein;
 - (e) Exhibit No. 3 of the Addendum (Contractor Tax Certification);
 - (f) Exhibit No. 5 (Vendor Collected Administrative Fee (VCAF)/Volume Sales Report (VSR); and
 - (g) Exhibit No. 4 of this Addendum (Purchase Order form)
2. Participation: The State of Oregon is a member of NASPO ValuePoint. The State, by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the State of Oregon and its agencies and the Oregon Cooperative Procurement Program ("ORCPP") members (collectively "Purchasing Agency" as defined in Exhibit No. 1), has elected to participate in the Master Agreement, subject to the

terms and conditions of this Participating Addendum ("Addendum" or "Participating Addendum"). This Addendum is effective when all necessary approvals have been obtained and signed by the parties ("Effective Date").

This NASPO ValuePoint Master Agreement may be used by Purchasing Agencies within the State of Oregon ("Participating State" or "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	
Address	
Telephone	
Fax	
E-mail	

Oregon, Contract Administrator

Name	Shirley A. Smith State of Oregon, Department of Administrative Services, Procurement Services
Address	1225 SE Ferry Street, Salem, OR 97301
Telephone	971-718-7428
Fax	503-373-1626
E-mail	Shirey.Smith@oregon.gov

4. Participating State Modifications Or Additions To The Master Agreement:

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

Participating State must check one of the boxes below.

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

☒ See Exhibits No. 1 - 5, including Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements, attached hereto for additional provisions, modifying or supplementing the Master Agreement terms and conditions, along with the following changes:

5. Purchasing Agency - Contractor Selection:

This Addendum is not exclusive, Purchasing Agencies may acquire the Goods and Services from other Oregon Participating Addendum awarded contractors. Notwithstanding any presumption that an Awardee who has met the point thresholds set forth in Section 3.5 of the RFP has been determined to provide 'best value' to the State of Utah, in the event DAS PS

awards Addenda to more than one contractor under the solicitation, Purchasing Agencies that are State Agencies must follow the selection process below in order to award a Contract to one of the contractors.

Purchasing Agencies that are not State Agencies may select the Contractor of the Purchasing Agency's choice in compliance with applicable statute and rules.

5.1 Contractor Selection Process, Large Purchases (over \$10,000). From time to time, Purchasing Agencies that are State Agencies, may purchase Goods and Services from Contractor or other contractors and shall use one of the following three selection processes for all purchases over \$10,000:

5.1.1 Brand Name Justification

A documented brand name justification in compliance with applicable statute and rule.

OR

5.1.2 Best Value Analysis

Purchasing Agency may conduct a comparison of the offers based upon a best value analysis. Purchasing Agency shall:

- Contact at least 3 different Oregon Participating Addendum Contractors via phone, e-mail or facsimile and request a quote for the anticipated Goods and Services. Quoted rates must not exceed the most competitive rates and discounts set forth in the Master Agreement. However, a Contractor may agree to extend specialized, discounted pricing based on the requirements by providing a specific quote to the Purchasing Agency.
- Determine which Contractor provides the best value for Purchasing Agency based on Purchasing Agency's application of some or all of the following factors:
 - Applicable discounts and pricing options;
 - Delivery process and service levels;
 - Contractor's past performance record through reference checks;
 - Contractor's service area;
 - Price comparison of the Goods and Services;
 - Price comparison to past purchases for the Goods and Services, taking the inflation rate into account;
 - Cost analysis through an element-by-element examination of the estimated or actual cost of proposed Goods and Services to determine whether the Contractor's costs are in line with what reasonably economical and efficient performance should cost. Some of the cost elements examined for necessity and reasonableness are materials' costs, labor costs, equipment and overhead;
 - Market conditions and competition levels;
 - General economic conditions;
- Document its procurement files describing the process, considerations,

findings, and decisions used for determining the Contractor selected through the Best Value Analysis.

5.2 Contractor Selection Process, Small Purchases (\$10,000 or under). For purchases with a value of \$10,000 or under, Purchasing Agencies that are State Agencies may select the Contractor of the Purchasing Agency's choice in compliance with applicable statute and rule.

6. Lease Agreements: **"Reserved"**.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Oregon, as shown on the dedicated Contractor (cooperative contract) website <http://www.naspovaluepoint.org/#/home/contracts>, 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.
8. Orders: Any order placed by a Purchasing Agency for a service available from this Oregon Participating Addendum 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.
9. Participating Addendum Integration: This Addendum and the Master Agreement and their exhibits and attachments, set forth the entire agreement between Contractor and Participating State with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in case of any attempted modifications or inconsistent terms
10. 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 PS and Purchasing Agency, as applicable, may pursue any and all remedies set forth in the Master Agreement, including termination of this

Addendum or a Purchase Order.

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

Participating State/Entity: State of Oregon, acting by and through the Department of Administrative Services, Procurement Service	Contractor:
Signature:	Signature:
Name: Shirley A. Smith	Name:
Title: State Procurement Analyst	Title:
Date:	Date:
Approved Pursuant to ORS 291.047 By: _____ Date: _____ Sr. Assistant Attorney General	

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	
Telephone:	
Email:	

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

EXHIBIT NO. 1

Changes to Master Agreement

State-Specific Constitutional, Statutory and Other Requirements

1. Incorporation of Master Agreement. Participating State and Purchasing Agencies 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 the agreement between Purchasing Agency and Contractor formed by the Purchasing Agency’s issuance of a Purchase Order that incorporates by reference the terms and conditions of the Master Agreement and this Addendum.

“DAS PS” means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services.

“Master Agreement” means the State of Utah Master Agreement #____ between Contractor and the State of Utah, on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Purchasing Agencies of the Goods and Services described therein.

“ORCPP” means the Oregon Cooperative Purchasing Program. ORCPP members include agencies and organizations within the State of Oregon that are authorized to purchase the Goods and Services available under a price agreement or master agreement entered into by the State.

“Purchasing Agency” means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

“Purchase Order” means the purchase order document submitted to Contractor by an Purchasing Agency that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to the Purchasing Agency under the terms of the Master Agreement and this Addendum.

“State”, for the purposes of this Participating Addendum, means the State of Oregon.

3. Purchase Orders.

3.1 Eligible Purchasing Agencies. All state agencies under DAS PS 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.

3.2 Verification of Purchasing Agencies. Contractor shall verify that it provides Goods and Services under this Addendum only to eligible Purchasing Agencies. 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 OregonBuys eProcurement system at <https://oregonbuys.gov/bsol/>.

3.3 Effect of Purchase Orders. The State is only liable for purchases under Purchase Orders issued by State of Oregon agencies. Other Purchasing Agencies are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Purchasing Agencies 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 Agency with a copy of any such third party agreement. Purchasing Agency shall have thirty (30) calendar days to review the agreement. Purchasing Agency 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 Agency rejects the terms or is unable to come to agreement with the third-party provider, Purchasing Agency 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 Agency 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 Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Agency, 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 Agency. 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 Agency 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 and pay the administrative fee as set forth in Exhibit No. 5.

8 Warranties. Purchasing Agencies 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 Agency 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 Agency as set forth in the Master Agreement is conditioned on Purchasing Agency providing to Contractor prompt notification of any claim or potential claim of which Purchasing Agency 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 Agency 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. The Participating State's or a Purchasing Agency'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).

12 Insurance. Within ten (10) days of the Effective Date, Contractor shall deliver to DAS PS 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 Agencies 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 Agency 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 Agency resides or has its principal office, or at Purchasing Agency's option, within such other county as Purchasing Agency 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 Agency 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 Agency 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 Agency. If the foregoing remedies are not available, then Purchasing Agency will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Purchasing Agency's payments, in full, for the allegedly infringing goods or 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 PS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior written notice to Contractor.

16 Termination of Individual Purchase Orders. In addition to its termination rights under the Master Agreement, Purchasing Agency may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, upon 30 days written notice to Contractor,

or Purchasing Agency 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. Further, a Purchasing Agency'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 PS or Purchasing Agency 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 Tax Compliance. Contractor has complied with the tax laws of this State and the applicable tax laws of any political subdivision of this State. Contractor shall, throughout the duration 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; 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.

Any violation of this section constitutes a material breach of this Addendum and any Contract issued under this Addendum. Any violation shall entitle DAS PS or Purchasing Agency, as applicable, to terminate this Addendum or the applicable Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Contract, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Purchasing Agency's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Purchasing Agency may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS or Purchasing Agency may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

18.6 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 Application of Public Records Law. Participating State or Purchasing Agency's obligations of confidentiality, if any, are subject to application of the Oregon Public Records

Law, including but not limited to ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475.

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

21 Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Addendum or any Purchase Order. An Purchasing Agency may withhold final payment under a Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

22 Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Agency. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Agency in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Agency (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

23 Access to Records. Contractor will 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 Agency, 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 Agencies. 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.

24 Severability. If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

25 Survival. Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

26 Anticipated Amendments. The parties may need to amend this Addendum to modify selected terms, conditions, and price(s). This Addendum maybe modified by written document only.

Exhibit No. 2

INSURANCE

Contractor shall obtain at Contractor's expense the insurance 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 following 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 PS. 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.

Purchasing Agency may request additional insurance coverage, as necessary.

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 PS' 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 PS 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 PS 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 PS 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 PS under this Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS PS.

Exhibit No. 3
CONTRACTOR DATA

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Fax: () _____

Contractor's taxpayer identification numbers;

Federal Tax Number _____ Oregon Tax Number _____

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): ☐ YES ☐ NO

Business Designation: (Check one box):

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Limited

Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Sole Proprietorship

☐ Corporation

☐ Partnership

☐ Other

EXHIBIT NO. 4
PURCHASE ORDER FORM

	STATE OF OREGON	PURCHASE ORDER (PO) NO.	PAGE #		
Purchasing Agency's Authorized Representative		Purchase Order Date			
Contractor Name and Address		Requisition No.			
Contractor FEIN		Purchasing Agency's Invoicing Address			
		Purchasing Agency's Authorized Representative Email Address			
Price Agreement number MA#xxxx, PA#xxxx		Purchasing Agency's Authorized Representative Phone and Fax Number			
Deliver to Address		Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	
This Purchase Order is subject to Master Agreement #____ and Participating Addendum #____. The terms and conditions contained in the Participating Addendum apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.					
Purchasing Agency's Authorized Representative to Make Purchase				Date	

EXHIBIT NO. 5

VENDOR COLLECTED ADMINISTRATIVE FEE (VCAF)/VOLUME SALES REPORT (VSR)

1) Volume Sales Reports (VSRs). Pursuant to the process defined by DAS PS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report (VSR) to DAS PS on a quarterly basis. The quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DAS PS.

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating ***"No Sales for the Reporting Period"***.

2) Vendor Collected Administrative Fee (VCAF). Pursuant to the process defined by DAS PS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS PS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's Gross total sales, less any credits, made to Purchasing Agencies during the reporting period.

Contractor may not reflect the VCAF fee as a separate line item charge to Purchasing Agencies. Contractor's prices must reflect all Contractor's charges to Purchasing Agencies.

Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS PS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.

Audit. DAS PS may, upon reasonable request during regular business hours, by itself or by a person authorized by it, audit Contractor's records and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest. If the audit reveals that an underpayment exists, Contractor shall pay the cost of the audit.

3) Sample Report.

Fields		Data									
Price Agreement Number				General instructions: VCAF Rate/Structure is determined by your contract.							
Vendor Name											
Reporting Period		Period X									
VCAF Rate or Structure											
Form of e-Payment (Debit /Credit)											
Type of Report (Original, Corrective)		Original									
Vendor/Contact E-mail											
Vendor/Contact Phone											
PO #	Customer Name	Authorized Purchaser	Type of Commodity	Quantity of Items Sold	Unit Cost	Total Value of Line Item	Enter VCAF Amount	Invoice Number	Date of Sale		
						Total VCAF Fee to OR	0.00				