

# **PARTICIPATING ADDENDUM NO. 9412**

## **AMENDMENT NO. 4**

This is Amendment No. 4 to Participating Addendum No. 9412 effective April 1, 2019, as amended from time to time (the "Participating Addendum" or "PA") between the State of Oregon, acting by and through its Department of Administrative Services ("DAS"), State Procurement Services ("SPS") on behalf of state agencies and members of the Oregon Cooperative Purchasing Program ("Authorized Purchaser") and Carahsoft Technology Corp. a Maryland corporation ("Contractor"). This Amendment is effective upon signature by the parties ("Amendment Effective Date").

### **Recitals**

The Parties wish to amend this PA as follows:

1. Updating the language in Section 1.3 to add in automatic Master Agreement amendment incorporation to the Participating Addendum.
2. Update State Agency threshold language in Section 1.4.2.
3. Update Exhibit F, Part I, Information Security URL.

### **Amendment**

This PA is amended as follows (added language bold and underlined, deleted language is indicated through strikethrough font:

1. Section 1.3 of the Participating Addendum, State of Oregon Terms and Conditions is updated as follows:
  - 1.3 ~~State of Oregon Terms and Conditions. Incorporation of Master Agreement. All terms and conditions of the Master Agreement are incorporated herein. Participating State and Authorized Purchasers are intended beneficiaries of the Master Agreement and this Participating Addendum and are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement, subject to the Oregon Specific Terms attached hereto as Exhibit B or as otherwise set forth in this Participating Addendum. Amendments to the Master Agreement, if any, are incorporated herein and made a part hereof as of the effective date of any amendment to the Master Agreement, unless the State sends Contractor written notice that the State objects to and does not agree with the terms and conditions in the applicable Master Agreement amendment.~~ Exhibit B to this Participating Addendum contains terms and conditions, in addition to those set forth in the Master Agreement that are applicable to individual Contracts between Contractor and Authorized Purchasers.
2. Section 1.4.2 of the Participating Addendum is hereby replaced with the following:
  - 1.4.2 No State Agency may enter into a Contract that includes a Statement of Work that calls for payment in excess of ~~\$150,000~~ **\$250,000** without first obtaining the approval of ~~DAS SPS~~ **DAS SPS** and, when otherwise required by applicable law, rule, policy or standard, the Oregon Office of the State CIO. In addition, no such Contract shall be effective until the Oregon Attorney General approves the Contract pursuant to ORS 291.047 and associated administrative rules.

3. Section 6.3 of the Participating Addendum, Authorized Representatives is updated as follows:

Contractor:

Name	<del>Bethany Blackwell</del> <b>Mariah Edwards</b>
Address	<del>1860 Michael Faraday Dr., Suite 100</del> <b>11493 Sunset Hills Rd., Suite 100</b> Reston, VA 20190
Telephone	<del>(703) 230-7435</del> <b>(703) 889-9734</b>
E-mail	NASPO@Carahsoft.com

State of Oregon Participating Addendum Administrator:

Name	<del>Lori Nordlien</del> <b>Sara Stone</b>
Address	1225 Ferry St SE Salem, OR 97301
Telephone	<del>(503) 378-6781</del> <b>(971) 707-1658</b>
E-mail	<del>Lori.nordlien@oregon.gov</del> <b>sara.stone@das.oregon.gov</b>

4. Exhibit F, Part I, Information Security, the URL for the State of Oregon Statewide Security Standards is hereby replaced with the following:

[https://www.oregon.gov/eis/cyber-security-services/Documents/eis-css-statewide-information-technology\(IT\)-control-standards.pdf](https://www.oregon.gov/eis/cyber-security-services/Documents/eis-css-statewide-information-technology(IT)-control-standards.pdf)

5. Except as expressly amended above, all other terms and conditions of the PA are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the PA are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of execution of the Amendment.
6. Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on the Master Agreement is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully has complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and, (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

[Signature on next page]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 4 to the Participating Addendum.

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature: <i>Norma Armstrong</i>	Signature: <i>Madeline Hall</i>
Name: Norma Armstrong	Name: Madeline Hall
Title: IT Procurement Manager, DAS-SPS	Title: Contracts Manager
Date: 04.21.25	Date: April 15, 2025
	FEID: 52-2189693

Oregon Department of Justice Approved  
pursuant to ORS 291.047  
By: Karen Johnson via email dated March 27, 2025