

CONTRACT AMENDMENT

Amendment #3	Original Contract CMS (CLIN) # 178062	Amendment CMS # 180788
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1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between uWork.com, Inc. dba Covendis (hereinafter called “Contractor”), and the STATE OF COLORADO (hereinafter called the “State”) acting by and through the Department of Personnel and Administration, State Purchasing and Contracts office, (hereinafter called the “State ” or “SPCO”).

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

- a) The Parties entered into a price agreement effective, which authorizes the utilization of IT Vendor Managed Services under Price Agreement # 178062.
- b) By way of Amendment #1 the State of Colorado and Contractor agree to include payments to state by way of administration fees equal to 1% of the total sales made under Orders during that State Fiscal Year quarter.
- c) By way of Amendment #2, the State of Colorado and Contractor agree to replace Exhibit B with appropriate price index.
- d) By way of this Amendment #3, the State of Colorado and contractor agree to extend the term of this agreement to June 30, 2024.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment. If applicable, such Special Provisions are attached hereto and incorporated by reference herein as **Exhibit E**.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS

1. **Initial Contract Expiration Date** shall be replaced with “**6/30/2024**”.
2. **Section 2; Term and Effective Date, Letter C**, shall be deleted entirely and replaced with “**Reserved**”.
3. **Section 2; Term and Effective Date, Letter C**, shall be deleted entirely and replaced with “**Reserved**”.

7) START DATE

This Amendment shall take effect on the later of its Effective Date or January 11, 2023.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

<p align="center">CONTRACTOR</p> <p align="center">. uWork.com, Inc. dba Covendis</p> <p>By: Raymond Tsao</p> <p>Title: _____</p> <p>By: _____ <small>DocuSigned by: Raymond Tsao A882D9FE5EDA44A...</small> *Signature</p> <p>Date: <u>1/21/2023</u></p>	<p align="center">STATE OF COLORADO</p> <p align="center">Jared S. Polis</p> <p align="center">Department of Personnel & Administration State Purchasing and Contracts Office Tony Gheradini, Executive Director</p> <p>By: _____ <small>DocuSigned by: John Chapman FF45AFD8B51E414...</small> Sherri Maxwell, State Purchasing and Contracts Director John Chapman State Purchasing Manager</p> <p>Date: <u>1/23/2023</u></p>
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<p>STATE OF COLORADO</p> <p>Governor's Office of Information Technology Anthony Neal- Graves, Chief Information Officer and Executive Director</p> <p>By: _____ <small>DocuSigned by: Douglas K. Palmer FF3C1B704CC94A6...</small> <input type="checkbox"/> Alex Monts, Chief Financial Officer</p> <p>Date: <u>1/23/2023</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaro, CPA, MBA, JD

By: _____
DocuSigned by:
Ron Fiet
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Date: 1/23/2023

EXHIBIT E

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

Notwithstanding anything to the contrary in this Participating Addendum, these in the event of a conflict, these special provisions shall supersede and control over all terms of the Master Agreement and all other terms of this Participating Addendum.

a. CONTROLLER'S APPROVAL. C.R.S. §24-30-202(1).

This Participating Addendum shall not be valid until it has been approved by the Colorado State Controller or designee.

b. FUND AVAILABILITY. C.R.S. §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

c. GOVERNMENTAL IMMUNITY.

No term or condition of this Participating Addendum shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

d. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Participating Addendum. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(i)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(ii)** provide proof thereof when requested by the State, and **(iii)** be solely responsible for its acts and those of its employees and agents.

e. COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

f. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Participating Addendum. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Participating Addendum, to the extent capable of execution.

g. BINDING ARBITRATION PROHIBITED.

The State does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Participating Addendum or incorporated herein by reference shall be null and void.

h. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Participating Addendum shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Participating Addendum and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Participating Addendum, including, without limitation, immediate termination of this Participating Addendum and any remedy consistent with federal copyright laws or applicable licensing restrictions.

i. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Participating Addendum. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

j. VENDOR OFFSET. C.R.S. §§24-30-202(1) and 24-30-202.4.

Subject to C.R.S. §24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in C.R.S. §39-21-101, et seq.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action.