STATE OF OREGON

MASTER SERVICES AGREEMENT #0573

**SERVICE ORDER CONTRACT FORM**

**Master Services Agreement #0573 Services Order Contract #XXXX**

**Project:** Wireless Management Services

This Service Order Contract **#**XXXX (“Service Order” or “Contract”) is entered between (“Authorized Purchaser”), and Wireless Watchdogs, LLC (“Contractor), both individually without distinction as “Party” and collectively as “Parties”, and is subject to and hereby incorporates by this reference all of the terms and conditions contained in Master Services Agreement #XXXX between the Department of Administrative Services (“DASPS”) and Contractor, as amended from time to time (“MSA”).

Unless the context otherwise requires, this Service Order is subordinate to the MSA unless any exceptions to the MSA have been specifically approved in writing by DASPS and the Contractor and set forth below. In consideration of the mutual conditions, covenants and promises contained in this Service Contract for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. General Project Description.**

Authorized Purchaser wishes to obtain and Contractor wishes to provide Wireless Management Services from the MSA, *Description of Services and Pricing* (Exhibit B). The Services to be performed by Contractor under this Service Order are more specifically described in Section 5, *Services; Performance Standards Metrics.* Authorized Purchaser may not order and Contractor may not provide Services not identified on the *Description of Services and Pricing* (Exhibit B).

**SECTION 2. Term of Agreement.**

The term of this Service Order will commence upon the date signed by all parties and all approvals required by law for execution have been obtained (“Effective Date”). This Service Order expires on the date coterminous with the expiration or termination of the MSA including any renewals of the MSA unless terminated earlier pursuant to its terms. No Services shall be performed prior to the Effective Date.

Authorized Purchaser and Contractor agree that on the Effective Date this Service Contract together with the *Limited Letter of Agency* (Attachment A) and the MSA shall constitute a valid and binding contract between Authorized Purchaser and Contractor.

**SECTION 3. Termination.**

This Service Order may be terminated by Authorized Purchaser or DASPS for any purpose that would entitle DASPS to terminate the MSA pursuant to Section 13 or 14 of the MSA.

This Service Order may be terminated by Contractor upon the occurrence of any event that would entitle Contractor to terminate the MSA pursuant to Section 14 of the MSA.

If all Services under this Service Order is canceled by Authorized Purchaser other than for cause, or by Contractor for cause, before the conclusion of the Term, then Authorized Purchaser will pay to Contractor the total fees earned for Services provided through the date of termination.

**SECTION 4. Agency Copyright and Content Non-Supervision Acknowledgement.**

Authorized Purchaser represents to Contractor that the content materials furnished to Contractor by Authorized Purchaser for electronic access on portals do not violate any third party’s copyright or intellectual property rights. Authorized Purchaser acknowledges that Contractor exercises no control, censorship, or direction over the information or content Authorized Purchaser may request to be included within its Services. Further, Authorized Purchaser acknowledges that Contractor exercises no control, censorship, or direction over the content of Authorized Purchaser’s public records or text furnished by Authorized Purchaser to Contractor or portal. Contractor is only responsible for facilitating Services and the subsequent permissible release or filing of information based on the policy and direction of the Authorized Purchaser and in accordance with the terms of the MSA.

**SECTION 5. Services; Performance Standards and Metrics.**

Contractor shall provide to Authorized Purchaser the following Wireless Management Services:

|  |  |  |  |
| --- | --- | --- | --- |
| Product | Quantity | Cost | Total Price |
|  |  |  |  |

Contractor shall perform the Services according to the terms and conditions of the MSA. In its provision of the Services, Contractor shall meet the performance standards and metrics set forth in the MSA, *Performance Standards and Metrics* (Exhibit E).

**SECTION 6. Compensation and Invoices.**

The maximum not-to-exceed compensation payable to Contractor under this Service Order, which includes allowable expenses is $XXXX. Authorized Purchaser will not pay Contractor any amount in excess of the not-to-exceed compensation of this Service Order and will not pay for Services performed before Effective Date or after expiration or termination of this Service Order. If the maximum compensation is increased by amendment of this Service Order, the amendment must be fully effective before Contractor performs the Services subject to the amendment.

Contractor shall send all invoices to [insert mailing address or email address here]

**SECTION 7. Authorized Representatives**

**Authorized Purchaser Authorized Representative:**

Name:

Title:

Address:

Contact Telephone Number:

E-Mail Address:

**Contractor Authorized Representative:**

Name:

Title:

Address:

Contact Telephone Number:

E-Mail Address:

**SECTION 8. 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:

8.1 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;

8.2 The individual signing on behalf of Contractor is authorized to act on Contractor’s behalf, has authority and knowledge regarding Contractor's payment of taxes, and to the best of the signatory’s knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws listed in 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 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;

8.3 Contractor is an independent contractor as defined in ORS 670.600; and

8.4 The supplied Contractor tax identification numbers below are true and accurate.

*(The rest of this page is left intentionally blank)*

**SECTION 9. Signatures**

**CONTRACTOR, BY EXECUTION OF THIS SERVICE ORDER, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS SERVICE ORDER, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**Wireless Watchdogs, LLC:**

Signature:

Name & Title: Date:

**Authorized Purchaser:**

Signature:

Name & Title: Date:

Order issued in conformance with the MSA are exempt from further legal sufficiency review and approval pursuant to OAR 137-045-0050(15).

**Oregon Department of Justice**

Signature:

Name & Title: Date:

Matter# :