**Exhibit C**

**Service Order Contract Form**

**Service Order Contract #\_\_\_\_\_\_**

This Service Order Contract #\_\_\_\_\_\_\_ (“Service Order Contract” or “SOC”) is entered between the State of Oregon, acting through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Authorized Purchaser”), and Gallup Inc., (“Contractor”).

**I. Recitals**

**1.** Authorized Purchaser desires to engage Contractor to provide Services to enable Authorized Purchaser to achieve specific business and governing entity mission objectives.

**2.** Contractor desires to perform Services for Authorized Purchaser.

**II. Agreement**

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

**1.** This SOC is entered pursuant to, and is subject to, the MSA.

**2. SOC Documents and Order of Precedence.** MSA Exhibit A, Contract Terms and Conditions and Exhibit No. 1, Statement of Work, are incorporated and apply to this SOC by reference. If a conflict, inconsistency or ambiguity arises in SOC interpretation, this SOC must be interpreted in the following order of precedence:

**2.1.** SOC less MSA Exhibit A;

**2.2.** MSA Exhibit A;

**2.3.** Exhibit No. 1, Statement of Work.

**3. Effective Date and Term.** This SOC is effective on the later of (i) \_\_\_\_\_\_, or (ii) the date that it has been executed by Authorized Purchaser and Contractor and has been approved as required by applicable law (“Effective Date”). Unless terminated or extended, this SOC will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. SOC expiration does not extinguish or prejudice Authorized Purchaser’s right to enforce this SOC with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured.

**4. Services.** Contractor shall perform the Services and deliver to Authorized Purchaser 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 Service Order Contract.

**5. Compensation, Invoices and Payment Methodology.**

**5.1 The** maximum not-to-exceed compensation payable to Contractor under this SOC, which includes allowable expenses is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_\_\_). Authorized Purchaser will not pay Contractor any amount in excess of the not-to-exceed compensation of this SOC and will not pay for Services performed before the Effective Date or after expiration or termination of this SOC. If the maximum compensation is increased by amendment of this SOC, 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.** Authorized Purchaser shall pay Contractor for Services and Deliverables as set forth in Exhibit No. 1.

**5.4.** Authorized Purchaser 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. SOC Authorized Representatives and Key Persons.** The following individuals are Authorized Representatives or Key Persons under this SOC:

**Authorized Purchaser: Contractor:**

Name: Name:

Title: Title:

Address: Address:

Phone: Phone:

Email: Email:

**7. Contractor Data.** As a condition precedent to the effectiveness of this Service Order Contract, Contractor shall provide all information requested below. Authorized Purchaser will report this information to the Internal Revenue Service (“IRS”) under the name and taxpayer identification number provided. (See IRS 1099 for additional instructions regarding taxpayer identification numbers.) Information not matching IRS records could subject Contractor to thirty-one percent (31%) backup withholding.

**Name (tax filing):**

**Address:**

**Citizenship:**  Non-resident alien Yes No

**Business Designation** (check one):

Corporation Partnership Limited Liability Company

Limited Liability Partnership Sole Proprietorship Limited Partnership

**Federal Tax ID#:**  **or Social Security No.**:

**(**These numbers are requested pursuant to ORS 305.385 and OAR 150-305.100.)

**8. 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 SOC Effective Date, Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Any violation shall entitle Authorized Purchaser to terminate this SOC, to pursue and recover any and all damages that arise from the breach and the termination of this SOC, and to pursue any or all of the remedies available under this SOC, at law, or in equity, including but not limited to:

* Termination of this SOC, 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 State’s setoff right, without penalty; and
* Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Authorized Purchaser shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this SOC, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or replacement contractor or any of the above.

These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**Authorized Signatures:**

**Gallup Inc.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[signature]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[print name]

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Purchaser**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[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, equipment and software to be provided under the SOC.)*

***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.)*

**Part II. Tasks and Deliverables**

***A. Tasks and Deliverables***

*Input the subscription type and related services Authorized Purchaser is purchasing from Exhibit B to MSA, Description of Services; Pricing in this Section.*

**Task No. 1:**

*(insert description of task and deliverables)*

**Task No. 1 Deliverables:**

Deliverable 1.1:

Deliverable 1.2:

Deliverable 1.3:

Deliverable 1.4:

**Deliverable Schedule:**

|  |  |  |
| --- | --- | --- |
| **No.** | **Deliverable Description** | **Due Date** |
| 1.1 |  | SOC 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. Responsibilies of Authorized Purchaser***

**(1)** Authorized Purchaser's obligations set forth in this SOC shall be performed by Authorized Purchaser in a timely and proper fashion in accordance with the Installation Schedule, or as otherwise agreed upon between the Parties, to allow Consultant to timely perform its obligations under this SOC.

**(2)** In addition, Authorized Purchaser shall also have the following additional obligations:

(*Please list Authorized Purchaser responsibilities)*

**Part III. Special Considerations**.

*(Include all special considerations, if none delete this section)*

**Part IV. Payment Provisions**.

A. Payment Provisions

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

**Part V. Travel and Other Expenses.**

Unless otherwise agreed, Authorized Purchaser will not reimburse Contractor travel or other expenses, unless Authorized Purchaser has preapproved expenses and only pursuant to the Oregon Accounting Manual: [State of Oregon: Accounting and reporting - Oregon Accounting Manual](https://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx)