

Amendment No. 3 to Price Agreement DASPS-3270-19

This is Amendment No. 3 to Price Agreement DASPS-3270-19, dated October 25, 2019, as amended from time to time ("Price Agreement") between the State of Oregon, acting by and through its Department of Administrative Services Procurement Services Office ("Agency"), and Gaucha Translations LLC ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

RECITALS

DAS PS has determined that an Amendment to the Price Agreement DASPS-3270-19 is necessary to perform certain edits or to clarify sections within the Price Agreement.

This Amendment No. 3 updates the Gaucha Translations LLC address on page 18 of the Price Agreement, updates the Gaucha Translations LLC address for Notifications on page 18 of the Price Agreement and updates the Exhibit 8 – Rate Schedule at page 42 of the Price Agreement to reflect an 8% rate increase that was submitted and approved by DAS PS.

AMENDMENT

The Price Agreement is amended as follows, (new language is indicated by **underlined and bold** font and deleted language is indicated by ~~bracketed-strikethrough~~ font):

1. The address for Gaucha Translations LLC on page 18 is edited as follows; 7710 SW 184th Ave, Aloha Oregon is deleted and replaced by 5153 Wesley Ave. SE, Auburn Washington.
2. The address for Gaucha Translations LLC Notices on page 18 is edited as follows; 7710 SW 184th Ave, Aloha Oregon is deleted and replaced by 5153 Wesley Ave. SE, Auburn Washington.
3. The Exhibit 8 – Rate Schedule is edited to reflect an 8% rate increase submitted by Gaucha Translations LLC and Approved by DAS PS.

CONTRACTOR REPRESENTATIONS AND CERTIFICATIONS

1. Contractor represents and certifies that Contractor has no undisclosed liquidated and delinquent debt owed to the State or any department or agency of the State.
2. Contractor shall comply with the provisions of ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based upon sex. Within thirty (30) days of the Amendment Effective Date, Contractor shall provide to Agency a Pay Equity Compliance Certificate, issued to the Contractor by the Oregon Department of Administrative Services.
3. Contractor certifies, in accordance with ORS 279A.112, that Contractor has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as defined by ORS 279A.112 (2)(1)(b). As a material condition of this Price Agreement, Contractor shall maintain, throughout the duration of this Price Agreement, a policy and practice that comply with ORS 279A.112, including giving its employees written notice of the Contractor's policy and practice.

4. Contractor shall comply with all federal laws applicable to the Contractor and to the Goods or Services to be provided under the Price Agreement, including but not limited to: 40 CFR 1506.5(c) related to potential conflicts. Other than the compensation due under the Price Agreement, Contractor has no financial or other interest in the outcome of the project.

Except as expressly amended above, all other terms and conditions of Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Agreement.

Certification:

Any individual signing on behalf of Contractor has the authority and knowledge to make the following certifications, and hereby certifies under penalty of perjury:

- a. the number set forth in the contract is Contractor’s correct taxpayer identification number;
- 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. 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 305.620 and ORS chapters 316, 317, and 318; and
 - 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; and
 - 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.
- d. in the event that Contractor is a general partnership or joint venture, that Contractor’s signature(s) on this Amendment constitute certifications to the above statements pertaining to the partnership or joint venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Amendment.

Gaucha Translations LLC

By: _____
 Title: _____
 Date: _____
 FEID # _____

**STATE OF OREGON, acting by and through its
 Department of Administrative Services
 Procurement Services Office**

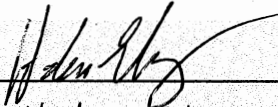
By: _____
 Title: _____
 Date: _____

Approved pursuant to ORS 291.047

By: Not Required
 Assistant Attorney General
 Date: _____

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT.

CONTRACTOR

Authorized Signature:  Date: October 11, 2019
Printed Name: Helen Eby Title: Owner, Gaucha Translations

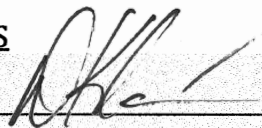
Legal Entity Name: Helen Eby
(tax filing)
Business Name: Gaucha Translations LLC
Address: 5153 Wesley Ave. SE, Auburn Washington 98092
Citizenship: Non-resident alien Yes No
(if applicable) USA

Business Designation: Professional Corporation Partnership Limited Partnership
(check one) Limited Liability Company Limited Liability Partnership
 Sole Proprietorship Other

Contractor Notices Contact

Notices Contact Name: Helen Eby
Title: Owner Gaucha Translations
Address: 5153 Wesley Ave. SE, Auburn Washington 98092 7
Email Address: helen@gauchatranslations.com
Phone Number: 503-929-8476

DAS PROCUREMENT SERVICES

Authorized Signature:  Date: October 24, 2019
Printed Name: Dion Kerlee Title: State Procurement Analyst

DAS Notices Contact

Notices Contact Name: Dion Kerlee
Title: State Procurement Analyst
Address: 1225 Ferry St SE Salem OR 97301
Email Address: dion.kerlee@oregon.gov
Phone Number: 503-378-2816

OREGON DEPARTMENT OF JUSTICE (Legal Sufficiency Approval)

Authorized Signature: _____ Date: 7/30/2019
Printed Name: Bill Nessly Title: Assistant Attorney General
Email Approval: Dion Kerleé - Friday, July 26, 2019 4:47 PM
(addressee, date and time) _____

Exhibit 8 - Rate Schedule

Rates

Rates in the tables below must remain firm for the first two (2) years that the Price Agreement (if extended) is in effect.

Rate adjustment requests shall be subject to DAS PS approval and must be submitted 60 days prior to the expiration of any term.

Rates for Translations	
Service	Rate
Minimum fee	[\$85.00] <u>\$92.00</u>
Per Word Cost	[\$0.28 to 0.31] <u>\$0.30 to \$0.34</u>
Per 1,000 Word	[\$295] <u>\$318.60</u>

Emergency Rates for Translations	
Service	Rate per word
Expedited (2 hour turnaround)	[\$0.50] <u>\$0.54</u>
Rush (24 hour turnaround)	[\$0.42] <u>\$0.45</u>
ASAP (48 hour turnaround)	[\$0.36] <u>\$0.39</u>

Hourly Rates for Translations	
Service	Rate per hour
Formatting	[\$50.00] <u>\$54.00</u>
Alternate Format	[\$50.00] <u>\$54.00</u>
ASAP (48 hour turnaround)	[\$70.00] <u>\$75.00</u>
Proofreading (upon Authorized Purchaser request)	[\$50.00] <u>\$54.00</u>
Desktop Publishing (upon Authorized Purchaser request)	[\$50.00] <u>\$54.00</u>
Glossary Building (upon Authorized Purchaser request)	[\$50.00] <u>\$54.00</u>

Languages

The languages listed below will be translated at the rates proposed on this Exhibit 8 – Rate Schedule. All other languages translated by the Contractor shall be listed in Exhibit 1 – Statement of Services.

The following languages will be translated at the above rates;

English to Spanish
Spanish to English