

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

MANAGED PRINT SERVICES

Administered by the State of New Mexico (hereinafter "Lead State")

MASTER AGREEMENT

Pacific Office Automation Inc.

Master Agreement No: **40-000-14-00107 AC**
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

Washington Master Contract No: **00215**

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Pacific Office Automation Inc., an Oregon corporation ("Contractor") and is dated as of September 1, 2016.

1. **SCOPE:** This Participating Addendum covers the **Managed Print Services** led by the State of New Mexico for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.
2. **PARTICIPATION:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities"):
 - a. **WASHINGTON STATE AGENCIES.** Washington state agencies, departments, offices, divisions, boards, and commission; and any the following institutions of higher education in Washington: state universities, regional universities, state college, community colleges, and technical colleges.
 - b. **MCUA PARTIES.** The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that

receive federal, state, or local funding); and

- Federally-recognized Indian Tribes located in the State of Washington.

3. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT: Purchasing Entities may utilize the Master Agreement subject to the following:

3.1. WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM: Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System. Contractor shall ensure that, all of its information therein is current and accurate and that throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. WASHINGTON'S STATEWIDE PAYEE DESK: To be paid for contract sales, Contractor must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to Contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

3.3. CONTRACT SALES REPORTING. Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

- **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
- **DATA.** Each sales report must identify every authorized purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Agreement. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
- **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

3.4. VENDOR MANAGEMENT FEE: Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax).

- The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0074.

- The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
 - Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
 - This Washington Master Contract No.: **00215**
 - The NASPO Master Agreement No.: **40-000-14-00107 AC**
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Participating Addendum, if not already included on the face of the check.
 - Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for termination of this Participating Addendum or the exercise of other remedies provided by law.
 - Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
 - For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.
- 3.5. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.
- 3.6. **PURCHASE ORDERS.** To utilize the NASPO ValuePoint Master Agreement, each order must include the following information and be submitted to an authorized dealer for Contractor:
- Order is subject to NASPO ValuePoint Master Agreement No. **40-000-14-00107 AC** and Washington Master Contract No. **00215**
 - Purchaser's Name, Address, Telephone number
 - Purchase order amount.
- 3.7. **AUTHORIZED DEALERS.** Contractor shall provide the **Managed Print Services** to Purchasing Entities through the Authorized Dealers listed in *Exhibit A* ('Contractor's Local Dealer Network'). Contractor shall cooperate with Enterprise Services and NASPO to add such authorized dealers to the Contractor website. Each such authorized dealer is approved to accept orders, subject to the terms and conditions of the Master Agreement and this Participating Addendum. In the event of any disputes between an authorized dealer and a Purchasing Entity, Contractor shall investigate, consult with Participating State and the Purchasing Entity as appropriate, and shall use commercially reasonable efforts to resolve

the dispute. In the event the dispute cannot be resolved satisfactorily, Enterprise Services reserves the right to remove the authorized dealer from further work pursuant to this Participating Addendum. Notwithstanding any provision to the contrary, Contractor is responsible to report sales and pay the vendor management fee, timely, and shall ensure that its authorized dealers enable it to do so. Any authorized dealer receiving payment for services under the Master Agreement, pursuant to this Participating Addendum, is required to register with the Statewide Payee Desk (see Section 3.2 above).

3.8. **DIVERSE BUSINESS INCLUSION.** Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Diverse businesses are defined in WEBS as follows: small business, microbusiness, minibusiness, Washington State Office of Minority and Women’s Business Enterprises (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veterans Affairs (DVA) certificated veteran-owned business. Upon request, Contractor shall report to Enterprise Services its spend with certified diverse businesses. Such reports shall include the period covered, the authorized dealer, and sales amount by Purchasing Entity to such authorized dealer.

3.9. **CONTRACT TRANSITION.** Contractor represents and warrants that, in the event the Master Agreement, is transitioned to another Contractor (e.g., contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

3.10. **CONTRACTOR’S SALES AUTHORITY – SERVICES ONLY.** Contractor is authorized to provide only those services set forth in the Master Agreement as conditioned by this Participating Addendum. Contractor shall not represent to any Purchasing Entity hereunder that it has any authority to sell any materials, supplies, equipment, or services beyond those specified in the Master Agreement.

4. **LEASE AGREEMENTS:** Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
Pacific Office Automation Inc. 14747 NW Greenbrier Pkwy Beaverton, OR 97006	State of Washington Department of Enterprise Services Contracts, Procurement & Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Jeff Simon Tel: (503) 601-2315 Email: jsimon@pacificoffice.com	Attn: Breann Aggers Tel: (360) 407-9416 Email: Breann.aggers@des.wa.gov

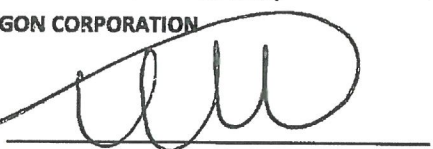
6. **SUBCONTRACTORS:** All Contractor dealers and resellers authorized in the State of Washington, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement.
8. **GENERAL:**
- a. **INTEGRATED AGREEMENT; MODIFICATION.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
 - b. **AUTHORITY.** Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 - c. **ELECTRONIC SIGNATURES.** A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
 - d. **COUNTERPARTS.** This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Greg Tolbert
Greg Tolbert
Its: Legal Services Manager

PACIFIC OFFICE AUTOMATION INC.,
AN OREGON CORPORATION

By: 
Doug Pitassi
Its: President _____

**EXHIBIT A – AUTHORIZED LOCAL DEALER NETWORK
for
Pacific Office Automation Inc.**

The Washington State Department of Enterprise Services is committed to providing the maximum practicable opportunity for small and diverse businesses to participate in state contracting opportunities. Accordingly, please identify each authorized Contractor dealer (the person or firm you contractually authorize to fulfill your contractual duties as set forth in the Master Agreement) and, for each authorized dealer, please identify whether the authorized dealer is a small business, microbusiness, minibusiness, Washington State Office of Minority and Women’s Business Enterprises (OMWBE) certified minority owned (MBE) or women owned business (WBE), or Washington Department of Veterans Affairs (DVA) certificated veteran-owned business.

<i>Authorized Dealer:</i>	Pacific Office Automation		
<i>Diverse Status:</i>	Large Business		
<i>Address:</i>	14747 NW Greenbrier Pkwy Beaverton, OR 97006	<i>Contact:</i>	Jeff Simon
		<i>Tel:</i>	503-601-2315
		<i>Fax:</i>	503-526-0341
		<i>Email</i>	jsimon@pacificoffice.com

<i>Authorized Dealer:</i>	Pacific Office Automation		
<i>Diverse Status:</i>	Large Business		
<i>Address:</i>	1114 Pacific Avenue Tacoma, WA 98402	<i>Contact:</i>	Russ Meyers
		<i>Tel:</i>	253-572-6400
		<i>Fax:</i>	503-526-0341
		<i>Email</i>	Russ.meyers@pacificoffice.com

<i>Authorized Dealer:</i>	Pacific Office Automation		
<i>Diverse Status:</i>	Large Business		
<i>Address:</i>	1206 E. Sprague Ave Spokane, WA 99202	<i>Contact:</i>	Darren Bruhns
		<i>Tel:</i>	509-534-1903
		<i>Fax:</i>	-
		<i>Email</i>	Darren.bruhns@pacificofficecom

<i>Authorized Dealer:</i>	Pacific Office Automation		
<i>Diverse Status:</i>	Large Business		
<i>Address:</i>	1064 4 th Ave. S Seattle, WA 98134	<i>Contact:</i>	James Pierson
		<i>Tel:</i>	425-653-5700
		<i>Fax:</i>	-
		<i>Email</i>	James.pierson@pacifioffice.com

<i>Authorized Dealer:</i>	Pacific Office Automation		
<i>Diverse Status:</i>	Large Business		
<i>Address:</i>	7913 W. Grandridge Blvd. Kennewick, WA 99336	<i>Contact:</i>	James Freeman
		<i>Tel:</i>	509-735-0502
		<i>Fax:</i>	
		<i>Email</i>	James.freeman@pacifioffice.com

<i>Authorized Dealer:</i>			
<i>Diverse Status:</i>			
<i>Address:</i>		<i>Contact:</i>	
		<i>Tel:</i>	
		<i>Fax:</i>	
		<i>Email</i>	

<i>Authorized Dealer:</i>			
<i>Diverse Status:</i>			
<i>Address:</i>		<i>Contact:</i>	
		<i>Tel:</i>	
		<i>Fax:</i>	
		<i>Email</i>	