

PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly WSCA-NASPO)
Public Safety Communication Support Equipment 05715
Lead by the State of Washington (hereinafter "Lead State")

PARTICIPATING ADDENDUM

ErgoFlex Systems, Inc. dba Xybix Systems
(hereinafter "Contractor")

And

State of Washington
(hereinafter "Participating State")

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This participating Addendum for Master Agreement No. 05715 ("Participating Addendum") is made and entered into by and between the State of Washington acting and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and ErgoFlex Systems, Inc., a Colorado corporation (dba Xybix Systems) ("Contractor") is dated and effective July 1, 2016.

Contractor has been awarded the following category/subcategory:

Furniture, Dispatch Console

1. **SCOPE:** This Participating Addendum covers the **Public Safety Communication Support Equipment** led by the State of Washington for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state/entity 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/entity 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.
3. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:**
 - 3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register with the Washington Department of Enterprise Services' Electronic Business Solutions (WEBS) System at <https://fortress.wa.gov/ga/webcust/home.html> and maintain an accurate vendor profile therein.
 - 3.2. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a 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.
 - (a) 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.

- (b) 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 purchasers during the term of this Contract. Refer sales reporting questions to the Contract Administrator. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) 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).

- (a) 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.

- (b) 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.
- (c) 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 this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- (f) 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. DELIVERY REQUIREMENTS: Contractor must ensure that delivery of goods will be made as required in the Contract terms, the Purchase Order, or as otherwise mutually agreed in writing between the purchaser and Contractor. The following apply to all deliveries:

- Contractor must make all deliveries to the applicable delivery location stated in the Contract or Purchase Order.
- Contractor must deliver the goods during purchaser's normal work hours and within contract time frames or as otherwise mutually agreed in writing between the purchaser and Contractor at the time of order placement.
- When applicable, the contractor must take all necessary actions to safeguard items during inclement weather.
- All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the contract identifier and the applicable purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

3.6. **RECEIPT OF GOODS:** If there are any apparent defects in the goods at the time of delivery, the purchaser promptly will notify the Contractor. At the purchaser's option and without limiting any other rights, the purchaser may require the Contractor to: (a) Repair or replace, at Contractor's expense, any or all of the damaged goods; (b) Refund the price of any or all of the damaged goods; or (c) Accept the return of any or all of the damaged goods. Alternatively and at the purchaser's option, any possible damage to the goods may be noted on the receiving report and the cost deducted from final payment.

3.7. **INVOICING & PAYMENT FOR GOODS:**

- (a) Contractor must provide a properly completed invoice to purchaser. All invoices are to be delivered to the address indicated in the purchase order.
- (b) Each invoice must be identified by the associated contract number; the contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the solicitation.
- (c) Payment is the sole responsibility of, and will be made by, the purchaser. If purchaser fails to make timely payment(s), Contractor may invoice for one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified. Note: when the state has been overcharged or otherwise reimbursed, the purchaser may elect to have either direct payments or written credit memos issued. If the Contractor fails to make timely payment(s) or issuance of credit memos, the purchaser may impose a one percent (1%) per month on the amount overdue 30 days after notice to the Contractor.

3.8. **TAXES, LICENSES, & REGISTRATION:** 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.

SIGNATURES

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective upon last signature.


This is a Partial award for: Contract 05715

Approved (Lead State)

State of Washington
Department of Enterprise Services
1500 Jefferson Street SE
Olympia, WA 98501

Approved


ErgoFlex Systems, Inc. dba Xybix Systems
a Colorado corporation
8207 Southpark Circle
Littleton, CO 80120



Signature Date
Greg Tolbert

Print or Type Name
Department of Enterprise Services,
Legal Services Manager

Title



Signature Date
Kenneth B. Carson

Print or Type Name
Executive Vice President

Title