

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Xerox Corporation
Nevada RFP 3091
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State")

Hereby forming the basis for **Statewide Contract ITC66**

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1 SCOPE

This addendum covers the WSCA/NASPO Copiers, Printers & Related Devices Contract 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Commonwealth of Massachusetts authorized by that state's statutes to utilize Commonwealth Statewide Contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded devices and services in the following categories:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group D – Printers

2 PARTICIPATION

Use of specific WSCA-NASPO 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. In Massachusetts, the Chief Procurement Official is the State Purchasing Agent of the Operational Services Division (OSD) ("State Purchasing Agent").

The following are the Commonwealth entities ("Eligible Entities") that are designated by the State Purchasing Agent as eligible to use this Addendum known as Statewide Contract ITC66:

- a. Cities, towns, districts, counties and other political subdivisions;
- b. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
- c. Independent public authorities, commissions and quasi-public agencies;
- d. Local public libraries, public school districts and charter schools;
- e. Public hospitals owned by the Commonwealth;
- f. Public institutions of higher education;
- g. Public purchasing cooperatives;
- h. Non-profit, UFR-certified organizations that are doing business with the Commonwealth, and;
- i. Other entities when designated in writing by the State Purchasing Agent.

3 PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT

The following documents are incorporated into the resulting Contract as though fully set forth herein. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. The Commonwealth of Massachusetts Terms and Conditions;
- B. The Commonwealth of Massachusetts Standard Contract Form;
- C. This Participating Addendum and its attachments;
- D. The executed Master Agreement;

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- E. The Purchase Order
- F. The Statement of Work
- G. The Lease Terms and Conditions attached as Exhibit 1

Notwithstanding the foregoing, the Commonwealth hereby confirms that:

- a. it will not exercise the termination without cause provision for leased equipment under a contract resulting from this Participating Addendum. This clarification does not apply to equipment purchased or rented pursuant to this Participating Addendum.
- b. No Work Product will be provided to the State under this Participating Addendum.

The Contractor is prohibited from requiring Customers to sign any documents not referenced herein without the prior written approval of the Operational Services Division, which approval will be evidenced by the publication of the approved document on the Commonwealth's eProcurement portal COMMBUYS, www.commbuys.com

3.1 Attachment A - Commonwealth of Massachusetts Terms and Conditions

3.2 Attachment B - Commonwealth of Massachusetts Standard Contract Form

3.3 Statewide Contract Administration Fee and Quarterly Report

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this Bid and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's Quote price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor based on your statewide contract. All "Statewide Contracts" awarded and all purchase orders and purchases made pursuant to this RFR are subject to this fee regardless of whether the contract was awarded for statewide or regional coverage. Eligible entities include, but are not limited to: a) Cities, towns, districts, counties and other political subdivisions; b) Executive, Legislative and Judicial Branches, including all departments and elected offices therein; c) Independent public authorities, commissions, and quasi-public agencies; d) Local public libraries, public school districts, and charter schools; e) Public hospitals owned by the Commonwealth; f) Public institutions of higher education; g) Public purchasing cooperatives; h) Non-profit, UFR-certified organizations that are doing business with the Commonwealth; and j) Other entities when designated in writing by the State Purchasing Agent. For a list of other entities that are eligible to use your specific Statewide Contract see Section 1 of this RFR.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

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3.3.1 Quarterly Fee Payment

For each Payment Period, Statewide Contractor shall pay to OSD a fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Statewide Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a Contractor will be considered in breach of contract:

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1 – December 31st	February 15th

Quarterly payments will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made through a web-based secure payment center, which can be accessed through a link provided to Statewide Contractors by OSD. All Administration Fee payments are to be made directly through the secure payment center. The secure payment center allows payments to be made via Automatic Clearing House (ACH) or by using one of the following credit cards: American Express, Discover, MasterCard and/or Visa.

Please note that there is no charge to vendors to use ACH as OSD covers the nominal fee charged by the secure payment center for using the ACH payment method. OSD will NOT cover the convenience fee for selecting to pay by credit card. This is a fee the contractor is responsible for paying and is non-refundable; the fee is over and above the 1% Administration Fee and it is calculated at 2.30% of the 1% Administration Fee to be paid. The convenience fee is established by Statewide Contract PRF59A and therefore is subject to change during the term of the contract resulting from this bid. Prior to the due date for the Statewide Contractor's Administration Fee payment, the Statewide Contractor will receive an e-mail communication from OSD that includes all required information the Statewide Contractor must use to submit payments via the secure payment center. Electronically submitting your payment, which is comprised of the 1% administration fee of the total payments received by the Contractor from all Eligible Entities for the Quarter, will serve as the Statewide Contractor Administration Fee Report.

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3.3.1.1 Quarterly Reporting

Contractor shall submit one Statewide Contractor Administration Fee Report, **Attachment C**, for each Statewide Contract for each Payment Period. Electronic submission of the payment shall serve as submission of the Statewide Contractor Administration Fee Report, as referenced in the Quarterly Fee Payment section above. If you are submitting this report, it must be completely filled out, signed by the Statewide Contractor via electronic signature under the pains and penalties of perjury and emailed to osdfeadministrator@massmail.state.ma.us

3.3.1.2 Audit

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

3.3.1.3 Other Terms

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the [Comptroller's Fiscal Year Updates](#) webpage.

In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, contract suspension and contract termination provided the Contractor receives written notice of its default and a minimum of thirty (30) days to cure its performance before the Commonwealth or Eligible Entity exercises its rights under this provision. The Commonwealth is allowed to suspend, terminate or debar pursuant to [Massachusetts General Laws Chapter 29, Section 29F](#), as amended, and pursuant to Section 4 of the [Commonwealth Terms and Conditions](#). Customer's payment obligation will be suspended with respect to any equipment that is rendered inoperable during Acts of God event if Xerox is prevented from providing maintenance services. The payment suspension will continue until the end of the Act of God event or until Xerox restores the equipment to operating condition. If payment is suspended, the term of the Contract will be extended for a period equal to the Customer's payment suspension. In addition, in the event the

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Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

3.4 Attachment D – Contractor Sales Activity Report

The Contractor must provide to the Commonwealth Statewide Contract Manager quarterly reports of all product and service purchases made under the Contract. The Contractor must provide the Commonwealth Statewide Contract Manager with information on purchases of environmentally preferable products made by Commonwealth Eligible Entities upon request. The reporting requirements outlined herein can be, if required by the Commonwealth Statewide Contract Manager, modified to facilitate the Commonwealth's needs.

Failure to meet the reporting requirements established herein may result in contract suspension or termination provided the Contractor receives written notice of its default and a minimum of thirty (30) days to cure its performance before the Commonwealth or Eligible Entity exercises its rights under this provision.

The following information must be included in the reports, and identified for each category awarded: the Purchasing Entity Name, Invoice Number and/or Invoice Date, Product/Service Description of each item purchased, Unit of Measure, Unit Price, Quantity, Total Purchase Amount, and a breakout of recycled and environmentally preferable products (e.g. remanufactured cartridges) sold.

The Contractor Sales Activity Report will follow the same schedule and due dates as the 1% Contract Administration Fee Report, as indicated in Section 3.3 of this Participating Addendum.

3.5 Attachment E - Supplier Diversity Program Plan Forms and Instructions

Massachusetts Executive Order 524 established the Supplier Diversity Program within the Supplier Diversity Office of the Operational Services Division in order to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). Contractor's completed SDP Form 1 (Attachment E1 - SDP Plan Commitment) and SDP Form 2 (Attachment E2 - Declaration of SDP Partners) are incorporated into their contract with the Commonwealth of Massachusetts. Spend with a certified Veteran-owned Business Enterprise (VBE) or Service Disabled Veteran Owned Business (SDVOBE) will also be recognized toward the awarded contractor's SDP commitment. Reporting will be submitted on a quarterly basis by using the Vendor Sales/SDP Report template specific to this contract.

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- 3.6 **Attachment F** - Contractor Authorized Signatory Form
- 3.7 **Attachment G** - Massachusetts Substitute W-9 Form
- 3.8 **Attachment H** - Authorization for Electronic Funds Transfer
- 3.9 **Attachment I** - Cost Schedule(s)
- 3.10 **Attachment J** - Bidder's Checklist and Response Form
- 3.11 **Attachment K** - Environmentally Preferable Products Purchasing Form
- 3.12 **Exhibit 1** - Equipment Confirmation Form An Equipment Confirmation Form must be completed by Customer and Contractor prior to issuing a purchase order for equipment leases, purchases, or rentals. Acceptance of acquired equipment is evidenced upon the equipment's installation by the Xerox delivery team or Xerox technician, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to and available for the Customer's use. Customer's execution of the final approval section of the ITC66 Equipment Confirmation Form (Exhibit 1) is for its internal use only.

3.12 **Attachment M** - Memorandum of Understanding for Logos

3.13 COMMBUYS Market Center

COMMBUYS is the official source of information for this contract and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A) are all components of the contract, as referenced in COMMBUYS, and are incorporated into the contract.

Vendors are solely responsible for obtaining all information distributed for this Contract via COMMBUYS.

It is Contractor's responsibility to check COMMBUYS for any amendments, addenda or modifications to this Contract.

3.13.1 COMMBUYS Subscription

A free COMMBUYS Seller subscription provides value-added features, including automated email notification associated with posting and modifications to COMMBUYS records.

Contractor agrees that: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) they understand and acknowledge that all references to the Comm-PASS website or related requirements, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to

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utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders and contractors must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the COMMBUYS Resource Center.

Contractor is required to maintain a valid email address in COMMBUYS in order to receive notifications.

COMMBUYS supports a supplier's Web-based catalog from which purchases can be made by any eligible COMMBUYS buyer. Contractors who already maintain or are developing a Website for product ordering are advised that links to their sites will only be enabled within COMMBUYS if the system is limited to or can distinguish between Statewide Contract customers and retail or commercial customers. Contractors who already maintain or are developing a Website for product information are advised that links to their site will only be enabled within COMMBUYS if content is restricted to terms authorized under their Statewide Contract.

3.14 Service and Supplies Contract Early Termination

Early termination/acceleration charges are not allowed for the early termination of services and supplies contracts only. Customer must provide 30 days written notice when terminating services and supplies contracts.

Drum replacement, developer, toner waste units, or any items that need to be maintained by a service technician are to be included and considered part of full service maintenance plans.

3.15 Rentals, Leases

Rentals are limited to a maximum of six (6) months.

Service and maintenance plans for leased devices may not be financed as part of the lease; rather they must appear as separate line items on vendor quotations and invoices. Supplies

3.15.1 Remanufactured Supplies

In compliance with Executive Order 515, Contractors must promote remanufactured supplies when they are available for the customer's device.

3.15.2 Startup Supplies

Contractors are required to provide startup supplies upon delivery of copiers, facsimile machines, and digital duplicators unless otherwise requested in writing by the Customer. Contractor price quotes must clearly identify the cost of the machine(s) with, and without, startup supplies.

Copiers and Facsimile Machines must include:

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- 1 developer, if applicable
- 5,000 staples for copiers
- black toners for BW machines
- 1 each color toners for Color machines

Digital Duplicators must include:

- Five master rolls
- Five Black ink
- One Standard Spot Color, if applicable. Standard Spot color to be determined by the Customer order.

4 PRIMARY CONTACTS

The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name	Yvonne Hickey, Area General Manager, Northeast, Public Sector Center of Excellence Large Enterprise Operations, U.S.
Address	45 Glover Ave, Norwalk, CT 06856
Telephone	Mobile 857-241-6317
Fax	
E-mail	yvonne.hickey@xerox.com

Contractor

Name	Rachael Jones Turner, State and Local Cooperative Contracts Manager
Address	555 S. Aviation Blvd., El Segundo, CA 90245
Telephone	310-258-6266 Cell. 818-620-5163
Fax	
E-mail	Rachael.Jones@xerox.com

Participating Entity

Name	Anthony Delaney
Address	1 Ashburton Place, OSD RM-1017, Boston, MA 02108
Telephone	617-720-3118
Fax	617-727-4597
E-mail	anthony.delaney@state.ma.us

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5 SUBCONTRACTORS

All Contractor dealers and resellers authorized in the Commonwealth of Massachusetts, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales support and service support to Commonwealth Eligible Entities. Only the Contractor named above and in the COMMBUYS record of this Statewide Contract may issue invoices or receive payments from Commonwealth Eligible Entities.

6 PURCHASE ORDER INSTRUCTIONS

All orders should contain the following (1) Mandatory Language "PO is subject to Statewide Contract ITC66 and NASPO ValuePoint Contract # 3091" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Purchase Orders and payments may be made only to the Contractor identified above and on COMMBUYS.

7 PRICE AGREEMENT NUMBER

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum should include the Participating State contract number: ITC66 and the Lead State price agreement number: 3091.

8 TITLE:

Title to Equipment and Third Party Hardware will remain with Xerox unless purchased by Customer. Risk of loss for the Products will pass to Customer upon delivery. Customer will keep the Products insured against loss and the policy will name Xerox as Loss Payee. If Customer self-Insures such policy, Customer shall respond with regards to a loss as if there is such a policy in place Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Equipment and Third Party Hardware.

9 INDIVIDUAL CUSTOMER

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with

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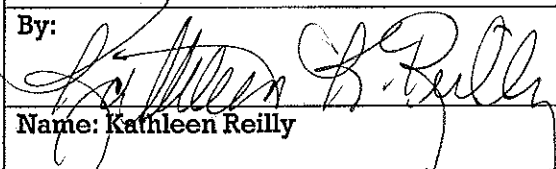
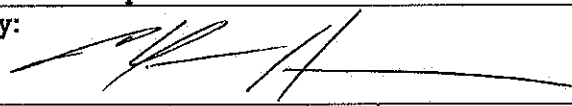
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respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Xerox Corporation
By: 	By: 
Name: Kathleen Reilly	Name: C. Yvonne Hickey
Title: Deputy State Purchasing Agent	Title: AGM - PSO, COE
Date: 12/22/16	Date: 12.21.2016

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

Name	Shannon Berry, Cooperative Development Coordinator
Telephone	775-720-3404
E-mail	sberry@naspovaluepoint.org

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]