

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-16-70-39-03

Managed Print Services
New Mexico NASPO ValuePoint Master Agreement No. 40-000-14-00107 AC
Pacific Office Automation Inc. (Contractor)

This Participating Addendum Number 7-16-70-39-03 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Pacific Office Automation Inc. (hereafter referred to as "Contractor") under the lead State of New Mexico NASPO ValuePoint Master Agreement Number 40-000-14-00107 AC.

1. SCOPE

- A. This Participating Addendum covers the purchase of Managed Print Services (MPS) under the New Mexico NASPO ValuePoint Master Agreement. The New Mexico NASPO ValuePoint Master Agreement Number 40-000-14-00107 AC is hereby incorporated by reference.
- B. This Participating Addendum is available for use by California state departments/agencies and political subdivisions/local governments. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the New Mexico NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end April 14, 2018, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Ordering Agency contract placement and execution shall be on or before the expiration of this Participating Addendum. However, completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

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- 1) General Provisions – Information Technology (GSPD-401IT), effective 9/5/2014.
The twelve (12) page document can be viewed at:
http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.
Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-16-70-39-03
- B. New Mexico NASPO ValuePoint Master Agreement Number 40-000-14-00107 AC
- C. New Mexico's Solicitation No. 40-000-14-00107 including all Addendums
- D. Contractor's response to New Mexico's Solicitation

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following service offerings from the New Mexico NASPO ValuePoint Master Agreement Number 40-000-14-00107 AC are allowed under this Participating Addendum:
 - 1) MPS including value added services awarded under NASPO ValuePoint Master Agreement Number 40-000-14-00107 AC. Specific services are described in Pages 17 – 24 of NASPO ValuePoint Master Agreement Number 40-000-14-00107 AC and the Contractor's Technical Proposal posted on the NASPO ValuePoint website. Exceptions are cited in Article 6. below.

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

- A. The following product and service offerings are disallowed under this Participating Addendum.
 - 1) Value Added Services (VAS) for:
 - a. Onsite print center, including staffing;
 - b. Options for on-site full-time and/or part-time staff for Managed Print Service;
 - 2) Leasing, renting or purchasing equipment is not allowed throughout the term of this agreement. Contractor may place equipment and will cover their cost of the equipment through the Monthly Click Rate and the MPS service through the MPS Monthly Base Service Rate. The Ordering Agency will be able to use the equipment during the MPS engagement but will not own, lease or rent the equipment. The Contractor will remove the placed equipment at the end of the MPS engagement.

7. PRICING

- A. Contractor shall submit a Price List identifying all products and services offered under this Participating Addendum for the State's Approval.
- B. Managed Print Services is based on a Monthly Base Service Rate (MBSR) and a Monthly Click Rate (MCR).

- C. The MBSR may be negotiated to a lower rate depending on the base components required by each Ordering Agency but will be no more than the MBSR stated in the Contractor's Price List. The MBSR does not include State or local taxes.
- D. The MCR includes charges associated with maintenance and support, actual print/copies made, supplies (excluding staples and paper). If equipment is owned and not under another maintenance agreement, the MCR should be less than the MCR on the MPS engagement where equipment has been placed by the Contractor. Maintenance and support will end the same time the MPS engagement ends.
- E. The MCR may be negotiated to a lower rate depending on actual information at each Ordering Agency but will be no more than the MCR stated in the Contractor's Price List. The MCR may also decrease as new technology is introduced into the Ordering Agency's environment at which the Contractor is to work with the Ordering Agency to reduce the MCR charged.
- F. Value Added Services (VAS) are not captured in the MBSR or MCR and are separately listed in Contractor's Price List.
- G. All prices and rates must be guaranteed for the entire term of the Participating Addendum.
- H. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

- A. Contractor may request to add new technology for Managed Print Services within the original scope of work under the following conditions:
 - 1) Service are within existing awarded categories under the New Mexico NASPO ValuePoint Master Price Agreement;
 - 2) Contractor has obtained prior approval from the New Mexico NASPO ValuePoint Contract Administrator; and
 - 3) Contractor receives written approval from the California State Contract Administrator.
- B. Contractor shall submit a written notice of technology additions/deletions for the State's approval prior to updating the Contractor's dedicated website for this Participating Addendum.
- C. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO Valuepoint Master Price Agreement.

9. SUBCONTRACTORS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of

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persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

- B. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO Master Price Agreement and State Participating Addendum.
- C. Subject to the approval of the State, subcontractors may be added or deleted at any time during the contract term.
- D. Contractor shall submit a subcontractor list identifying the name, address, phone number and email of authorized subcontractors to the State Contract Administrator for the State's approval prior to updating its California specific contract website.
- E. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, prepared and administered by the State, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.

- C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Pacific Office Automation Inc.
Name: Jeffrey Simon
Phone: (503) 601-2315
E-Mail: Jeff.simon@pacificoffice.com
Address: 14747 NW Greenbrier Parkway
Beaverton, OR 97006

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: Stacy Jarvis
Phone: (916) 375-4378
E-Mail: Stacy.Jarvis@dgs.ca.gov
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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 respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the New Mexico NASPO ValuePoint Master Agreement Number 40-000-14-00107 AC at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

CONTRACTOR

Department of General Services

Pacific Office Automation Inc.

Agency Name


Contractor Name


Signature of Authorized Signer

8/18/2017
Date Signed


Signature of Authorized Signer

8/2/17
Date Signed

 Ricardo Martinez, Acting Deputy Director
Printed Name and Title of Authorized Signer

Doug Ditassi, President
Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605
Address

14747 NW Greenbrier Parkway
Beaverton, OR 97006
Address

