PARTICIPATING ADDENDUM

NASPO ValuePoint

COPIERS & MANAGED PRINT SERVICES

Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT
Sharp Electronics Corporation
Colorado RFP # NP-18-001, Master Agreement # 140603
(hereinafter "Contractor")

And

Commonwealth of Massachusetts
(hereinafter "Participating State")

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

1 SCOPE

This addendum covers the NASPO ValuePoint Copiers & Managed Print Services Contract lead by the State of Colorado 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 – MFD, A3
Group B – MFD, A4
Group C – Production Equipment
Group D – Single-function Printers
Group F – Scanners
Supplies
Software

This Participating Addendum does not include Managed Print Services.

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. 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 (Attachment A);
B. The Commonwealth of Massachusetts Standard Contract Form (Attachment B)
C. Instructions for Standard Contract Form (Attachment B.1)
D. This Participating Addendum and its attachments;
E. The executed Master Agreement;
F. The Statement of Work
G. The executed Equipment Confirmation Form or Purchase Order

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

Clarification of Section 4 of the Commonwealth Terms & Conditions
Although pursuant to Section 4, Contract Termination or Suspension, of the Commonwealth Terms and Conditions, the Commonwealth is allowed to terminate without cause, the Commonwealth hereby confirms that it and Eligible Entities will not exercise the termination without cause provision for leased equipment under a contract resulting from this Participating Addendum notwithstanding the order of precedence set forth in section 3 of the Participating Addendum

3.1 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; i) Other states and territories with no prior approval by the State Purchasing Agent required; 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.

3.1.1 **Quarterly Administration 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 http://www.osdadminfee.com., 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. Payment of the Administration Fee by check is not permitted unless a Contractor makes a written request for an exception and demonstrates, to the satisfaction of the OSD Contract Manager, that compliance poses a hardship.

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 currently calculated at 2.35% 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.

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.

3.1.3 **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. 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. In addition, in the event the 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.

3.2 Quarterly Sales and SDP Report

OSD has developed a centralized reporting process for collecting sales and SDP data. This data is used by OSD to measure contract progress and compliance from year-to-year. The data also assists with the development of new contracts and/or new categories of services under existing contracts. An Awarded Contractor must submit a Quarterly Sales and SDP Report to OSD each quarter. A report is due each

quarter regardless of whether or not sales occurred during the quarter. Contractors are required to submit reports through the Commonwealth's Vendor Report Management System which is accessed online at https://massosd.gob2g.com. In the event the Commonwealth adopts an alternate reporting system Contractors will be required to utilize such system as directed by the ITC66 Contract Manager.

3.2.1 **Reporting Sales**

Contractors may report manually in the Vendor Report Management System website or may upload their report using a spreadsheet. It is advised to use the upload process for convenience. When reporting by spreadsheet Contractors must utilize the downloadable report template from the website. Contractors must fill in all requested columns in the report template. When a sales report is ready to submit the Contractor uploads their report using the "View/Add Sales Details" button and then select "Upload Sales Data." This will prompt the website to review and validate the report at which time you may receive "errors" or "alerts" on your report. An error will generally mean that there is an error in the report itself, such as missing information or a line total not matching the unit price and quantity, and these will require correcting before the website will accept the report. An alert will generally mean that a customer name is not recognized, and you will have the option of changing it or submitting it to the system with a request for a name exception. In most cases for an alert the Contractor should submit their customer names as-is and request an exception and OSD will reply to the Contractor if more information is needed. All reports require the following information:

A. Purchasing Entity Name (must be specific and not a generic name i.e. "Commonwealth")
B. Invoice Number
C. Invoice Date (use "Short Date" format)
D. Product/Service Description (be as descriptive as possible)
E. Unit of Measure (i.e. "each" or "hour")
F. Unit Price
G. Quantity
H. Line Total Purchase Amount (must equal Unit Price X Quantity)
I. Manufacturer SKU Number
J. Product Manufacturer
K. Brand Name
L. Contract Category
M. Number of Products Per Unit of Measure
N. Laser Printer Toner
O. Toner Cartridge Type
P. Energy Star Certified
Q. Type of EPEAT Registration

R. % Recycled Content
S. Lease/Engagement Start Date
T. Lease/Engagement End Date

3.2.2 **Reporting SDP**
Contractors report their SDP spend by selecting the "View/Add Diverse Expenditures" button and searching for their partner/partners. Once you have added an SDP partner you will be able to add the amount spent with them in that quarter.

3.2.3 **Submitting the Report**
Once sales and SDP have been completed you must return to the "This Sales Report" page and click to "Submit Report" in order to finish.

3.2.4 **Report Schedule**
Quarterly Sales and SDP Reporting must be received by OSD on or before 45 days after the last day of the quarter (as specified below) or the Contractor will be in breach of contract. The Quarterly Sales and SDP Reporting periods are based on the Massachusetts fiscal year calendar.

Quarterly Sales and SDP Reporting Schedule

Quarter	Period	Payment Due Date
1	Jul 1 – Sep 30	November 15th
2	Oct 1 – Dec 31	February 15th
3	Jan 1 – Mar 31	May 15th
4	Apr 1 – Jun 30	August 15th

Failure to meet the reporting requirements established herein may result in contract suspension or termination.

3.3 Attachment E - Supplier Diversity Program Plan Forms and Instructions
Massachusetts Executive Order 565 reaffirmed and expanded the Commonwealth's policy to promote the award of state contracts in a manner that develops and strengthens diverse businesses. The Commonwealth's Supplier Diversity Program (SDP) promotes the partnering of Awarded Statewide Contractors with Supplier Diversity Office (SDO) certified or recognized diverse business partners. All Bidders are required to make a meaningful financial commitment by partnering with one or more SDO certified or recognized business enterprises or non-profits. Bidders must identify their commitment in the form of a specific percentage of sales under the resulting contract which will be spent with an SDP

partner/partners on a Massachusetts fiscal year basis. The percentage commitment will extend for the life of any resulting contract. Bidders will not be awarded unless they submit an acceptable SDP plan.

3.3.1 **Eligible SDP Partner Certifications**

The list below identifies the types of SDO certified business enterprises and non-profits that are eligible to be SDP partners. The Commonwealth reserves the right to amend this list at any time.

- Minority-Owned Business Enterprise (MBE)
- Minority Non-Profit Organizations (MNPO)
- Women-Owned Business Enterprise (WBE)
- Women Non-Profit Organization (WNPO)
- Veteran-Owned Business Enterprise (VBE)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Disability-Owned Business Enterprise (DOBE)
- Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LBGTBE)

3.4 **Attachment F** - Contractor Authorized Signatory (CASL) Form

3.5 **Attachment G** – Massachusetts Substitute W-9 Form

3.6 **Attachment H** - Authorization for Electronic Funds Transfer

3.7 **Attachment I** –Intentionally omitted

3.8 **Attachment J** - Intentionally omitted

3.9 **Attachment K** – Intentionally omitted

3.10 **Attachment L** – 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 only by a fully executed Equipment Confirmation Form. Customers may utilize the Equipment Confirmation Form to confirm acceptance of Services and Supplies.

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

3.12 **COMMBUYS Market Center**

COMMBUYS is the official source of information for this contract and is publicly accessible at no charge at . 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.

3.12.1 **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) the 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 conduction 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 even the Commonwealth adopts an alternate market center system, successful Bidders will be required to 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.

3.13 Service and Supplies Contract Early Termination

Early termination/acceleration charges are not allowed for the early termination of services and supplies contracts. Customer must provide 30 days written notice when terminating services and supplies contracts. The foregoing does not apply to leasing of equipment.

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.

3.14 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.

3.15 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:

- 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	Jim Driscoll
Address	Sharp Electronics Corp. 100 Paragon Drive, Montvale, NJ 07645
Telephone	978-502-3096
Fax	
E-mail	DriscolJ@sharpsec.com

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Participating Entity

Name	Ashish Patel
Address	1 Ashburton Place, OSD RM-1017, Boston, MA 02108
Telephone	617-720-3190
Fax	617-727-4597
E-mail	ashish.s.patel@mass.gov

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 # NP-18-001" (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: NP-18-001.

8 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 NP-18-001 (administered by the State of Colorado) 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 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

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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: Sharp Electronics Corporation
By:	By:
Name: Kathleen Reilly	Name: Mike Marusic
Title: Deputy Assistant Secretary	Title: President & CEO of SIICA
Date: 3/30/20	Date: 3/2/20

[Additional signatures as required by Participating State]

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

NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION

Name	Ted Fosket
Telephone	(907) 723-3360
E-mail	tfosket@naspovaluepoint.org

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