PARTICIPATING ADDENDUM
NASPO Value Point
COPIERS & MANAGED PRINT SERVICES
Administered by the State of Colorado (hereinafter "Lead State")

MASTER AGREEMENT
Sharp Electronics Corporation
Colorado RFP #18-001, Master Agreement #140603
(hereinafter "Contractor")
And
Commonwealth of Massachusetts
(hereinafter "Participating State")

Hereby forming the basis for Statewide Contract ITC80

1 SCOPE

This addendum ("Participating Addendum") by and between the Commonwealth of Massachusetts ("Participating State"), Operational Services Division ("Participating Entity" or "OSD"), and Sharp Electronics Corporation ("Contractor") is based upon the NASPO Value Point Copiers & Managed Print Services ("Master Agreement"). This Participating Addendum hereby establishes Massachusetts Statewide Contract ITC80 ("ITC80" or the "Agreement") for Copiers and Managed Print Services.

This addendum covers the NASPO Value Point Copiers & Managed Print Services Contract led 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

MPS – May be provided on Groups A – F

Software

Supplies

2 CONTRACT PRICING

Products and Pricing will be based upon the Agreement and the Contractor's NASPO ValuePoint approved price list as of the date of signature of this Participating Addendum. If changes are made to the NASPO ValuePoint approved price list after the signature date of this Participating Addendum, Contractor shall provide a copy of the most recent NASPO ValuePoint approved price list, identifying such changes, to OSD in an editable, spreadsheet format. OSD reserves the right to identify particular products or services that are ineligible for purchase by Eligible Entities under ITC80.

3 PARTICIPATION

The following are the Commonwealth entities ("Eligible Entities") that are designated by the State Purchasing Agent as eligible to use Statewide Contract ITC80:

1. Cities, towns, districts, counties and other political subdivisions;
2. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions and quasi-public agencies;
4. Local public libraries, public school districts and charter schools;

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5. Public hospitals owned by the Commonwealth;
6. Public institutions of higher education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth, and;
9. Other entities when designated in writing by the State Purchasing Agent.

4 ORDER OF PRECEDENCE

The following documents are incorporated into the Agreement and the resulting Order or statement of work between any Eligible Entity and Contractor, as though fully set forth therein. 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: The Parties agree that the terms below in this Participating Addendum to the Master Agreement clarify, and do not conflict with, the Commonwealth Terms and Conditions and the Standard Contract Form and should be read in conjunction with each.

1. Commonwealth of Massachusetts Terms and Conditions for Information Technology Contracts **(Attachment A)**;
2. The Commonwealth of Massachusetts Standard Contract Form and the corresponding Instructions **(Attachment B)**;
3. This Participating Addendum and its attachments B, C, D, E, F, G, and H;
4. The NASPO ValuePoint Master Agreement Terms and Conditions, as modified herein or in the applicable Order or statement of work;
5. The Order or statement of work signed by an Eligible Entity and Contractor;
6. The Executed Equipment Confirmation Form or Purchase Order.

5 REQUIRED FORMS & ELECTRONIC SIGNATURES

The Contractor is prohibited from requiring Eligible Entities to sign any documents not referenced herein without the prior written approval of OSD, which approval will be evidenced by the publication of the approved document on the Commonwealth's eProcurement portal COMMBUYS ("COMMBUYS"), www.commbuys.com. A standard ordering document will be published on COMMBUYS and may not be modified without the written approval of OSD. All statements of work will be substantially in the form of Appendix # hereto, unless otherwise approved in writing by OSD.

The Commonwealth of Massachusetts requires vendors to submit signed copies of the forms listed below. Forms are acceptable if signed by an authorized signatory in any of the following ways: 1. Electronic signature that is either: a. Hand drawn using a mouse or b. finger if working from a touch screen device; or an uploaded picture of the signatory's hand drawn signature; or 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign. If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date. Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

1. The Commonwealth of Massachusetts Standard Contract Form **(Attachment B)**
2. The Commonwealth of Massachusetts Substitute W-9 **(Attachment C)**

3. Prompt Payment Discount Form **(Attachment D)**
4. Supplier Diversity Plan Forms **(Attachment E)**
5. Contractor Authorized Signatory Listing **(Attachment F)**
6. Electronic Funds Transfer Sign Up Form **(Attachment G)**
7. Environmentally Preferable Products (EPP) Practices Form **(Attachment H)**

6 REPORTING REQUIREMENTS AND DUE DATES

6.1 Reporting and Payment Schedule

Reporting/Payment Period	Quarterly Report Due Date	Payment Due Date
January 1st – March 31st	April 30th	May 15th
April 1st – June 30th	July 30th	August 15th
July 1st – September 30th	October 30th	November 15th
October 1 – December 31st	January 30th	February 15th

6.2 Quarterly Sales, Supplier Diversity Program expenditure, and Environmentally Preferable Products report

OSD has developed a centralized process for collecting sales, SDP, and EPP data. Sales data is used by OSD to measure progress on contract spend from year-to-year. The reporting assists with forecasting future contract spend, evaluating Vendor performance, and tracking Vendor spend towards environmental products and their SDP commitment. EPP reporting allows the EPP Program to annually quantify benefits and spend on sustainable products. Reporting also assists with the development of new contracts and/or new categories of services under existing contracts. In the event the Commonwealth adopts an alternate reporting system, Vendors will be required to utilize such system, as directed by the OSD Contract Manager.

Completion and submission of the Quarterly Sales and SDP Report is a requirement for all awarded Vendors under this contract each quarter. An Awarded Vendor must submit a Quarterly Sales and SDP Report each quarter regardless of whether they have had sales during a quarter.

Vendors are required to submit reports through the Commonwealth's Vendor Report Management (VRM) System which may be accessed via web portal at https://massosd.gob2g.com. Vendors must maintain records such that they are able to report, for all invoices submitted under the contract, the purchasing entity name, the invoice number, the invoice date, the product/service description, the unit of measure, the price per unit, the quantity, the line total purchase amount, and any environmentally preferable product reporting requirements as applicable.

6.2.1 Required Information

1. Purchasing Entity Name (must be specific and not a generic name i.e. "Commonwealth")
2. Invoice Number
3. Invoice Date (use "Short Date" format)
4. Product/Service Description (be as descriptive as possible)

5. Unit of Measure (i.e. "each" or "hour")
6. Unit Price
7. Quantity
8. Line Total Purchase Amount (must equal Unit Price X Quantity)
9. Manufacturer SKU Number
10. Product Manufacturer
11. Brand Name
12. Contract Category
13. Number of Products Per Unit of Measure
14. Laser Printer Toner
15. Toner Cartridge Type
16. Energy Star Certified
17. Type of EPEAT Registration
18. % Recycled Content
19. Lease/Engagement Start Date
20. Lease/Engagement End Date
21. Additional information as specified in the reporting template

6.2.2 Ad hoc Reports

The Commonwealth Contract Manager may request additional reports from time to time. The Contractor must comply with these requests to the extent that the information requested is available.

6.3 Statewide Contract Administration Fee Quarterly Fee Payment and Report

This Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02. The price stated in any Bidder's Quote price and any Contractor's 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 Contractor pursuant to this Agreement. All purchases 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 all entities listed in Section 3 (Participation) of this Participating Addendum.

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.

6.3.1 Quarterly Fee Payment

For each Reporting Period, as defined above in the Reporting Requirements and Due Dates section, 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 must be received by OSD on or before 45 days after the last day of the Reporting Period or a Contractor will be considered in breach of contract.

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.

Instructions for payment are found at Pay Your Quarterly Administration Fee. Payment may be made via Automatic Clearing House (ACH) or by using one of the following credit cards: American Express, Discover, MasterCard and/or Visa. Payment by check may be made only with the approval of OSD's Contract Manager for ITC80, which will be granted only if payment by any other means is not feasible.

There is no charge to contractors to use ACH as OSD covers the nominal fee for using the ACH payment method. OSD will NOT cover the convenience fee for selecting credit card. The contractor is responsible for paying this non-refundable fee. The convenience fee (currently established by Statewide Contract PRF59A) is over and above the 1% Administration Fee and is subject to change during the term of the contract resulting from this bid.

6.3.2 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, the Office of the Attorney General, or other authorized representatives and 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 underreported Sales, then the Vendor shall be responsible for payment of the costs associated with the audit.

6.3.3 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 for Information Technology Contracts. 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.

7 SUPPLIER DIVERSITY PROGRAM PLAN FORMS AND INSTRUCTIONS

Pursuant to Executive Order (EO) 565, the Commonwealth's Supplier Diversity Program (SDP) promotes business-to-business relationships between awarded Contractors and diverse businesses and non-profit organizations ("SDP

Partners") certified or recognized by the Supplier Diversity Office (SDO). SDP Partners must be business enterprises and/or non-profit organizations certified or recognized by the SDO in the following categories:

- Minority-Owned Business Enterprise (MBE)
- Minority Non-Profit Organization (M/NPO)
- Women-Owned Business Enterprise (WBE)
- Women Non-Profit Organization (W/NPO)
- 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)

SDP Partners may be engaged in the following two ways:

- **Subcontracting**, defined as a partnership in which the SDP partner is involved in the provision of products and/or services to the Commonwealth.
- **Ancillary Products and Services**, defined as a business relationship in which the SDP partner provides products or services that are not directly related to the Contractor's contract with the Commonwealth but may be related to the Contractor's own operational needs.

Program Flexibility

The SDP encompasses the following provisions to support Vendors in establishing and maintaining sustainable business-to-business relationships meeting their needs:

- SDP Partners are not required to be subcontractors.
- SDP Partners are not required to be Massachusetts-based businesses.
- SDP Partners may be changed or added during the term of the contract provided the Contractor continues to meet its SDP Commitment.

SDP Plan Form Requirements

All Vendors must complete the SDP Plan Form (Attachment #) included in this solicitation and attach it to their bid response. In addition to proposing an SDP Commitment, each Vendor must propose one or more SDP Partner(s) to utilize to meet its SDP Commitment. Certified diverse Vendors may not list their own companies, or their subsidiaries or affiliates, as SDP Partners and may not meet their SDP Commitment by spending funds internally or with their own subsidiaries or affiliates.

Vendors may propose SDP Partners that are:

- Certified or recognized by the SDO: Such partners appear in the SDO Directory of Certified Businesses or in the U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages directory. After contract award (if any), spending with such partners will contribute to meeting the Contractor's SDP Commitment.
- Not yet certified or recognized by the SDO: Such partners must be certified in eligible categories by a third-party certification body, such as another city or state supplier diversity certification office, the National Minority Supplier Development Council, the Women Business Enterprise National Council, Disability:IN, or the National LGBT Chamber of Commerce (NGLCC), but not listed in the above-mentioned directories. Self-certification is not acceptable. While Vendors may list such proposed SDP Partners on their SDP Plans, spending with such partners will not contribute to meeting the Contractor's SDP Commitment unless they apply for and are granted SDO supplier diversity certification or recognition. If proposed SDP Partners do not receive SDO supplier diversity certification or recognition, the Contractor must find alternative SDP Partners to meet their SDP Commitment.

It is the responsibility of the Contractor to ensure that their proposed SDP Partners obtain such certification or recognition by the SDO after contract award (if any). The issuing department and the SDO will not conduct outreach to proposed SDP Partners to ensure their certification. Furthermore, no guarantee may be made that a proposed SDP Partner will be certified, or regarding the time it may take to process a proposed SDP Partner certification. Contractors may direct partners to the SDO's homepage, www.mass.gov/sdo and the Certification Self-Assessment Tool for guidance on applying for certification.

It is **desirable** for Vendors to provide an SDP Focus Statement that describes the Vendor's overall approach to increasing the participation of diverse businesses in the provision of products and services under this proposal/contract (subcontracting) and in the Vendor's general business operations (ancillary products and services). Such a description may include but not be limited to:

- A clearly stated purpose or goal.
- Specific types of diverse and small businesses targeted.
- Which departments/units within the business are responsible for implementing supplier diversity.
- Types of opportunities for which diverse and small businesses are considered.
- Specific measures/methods of engagement of diverse and small businesses.
- An existing internal supplier diversity policy.
- Public availability of the Vendors's supplier diversity policy.

It also is desirable for Vendors to use the SDP Plan Form to describe additional creative initiatives (if any) related to engaging, buying from, and/or collaborating with diverse businesses. Such initiatives may include but not be limited to:

- Serving as a mentor in a mentor-protégé relationship.
- Technical and financial assistance provided to diverse businesses.

- Participation in joint ventures between nondiverse and diverse businesses.
- Voluntary assistance programs by which nondiverse business employees are loaned to diverse businesses or by which diverse business employees are taken into viable business ventures to acquire training and experience in managing business affairs.

SDP Spending Reports and Compliance

After contract award, Contractors shall be required to provide reports demonstrating compliance with the agreed-upon SDP Commitment as directed by the department, which in no case shall be less than annually.

Only spending with SDP Partners that appear in the SDO Directory of Certified Businesses or in the U.S. Dept of Veterans Affairs VetBiz Vendor Information Pages directory shall be counted toward a Contractor's compliance with their SDP Commitment. Spending with SDP Partners that do not appear in the directories above shall not be counted toward meeting a Contractor's SDP Commitment.

It is the responsibility of the Contractor to ensure they meet their SDP Commitment., and t The SDO, and the issuing department, assume no responsibility for any Contractor's failure to meet its SDP Commitment.

SDP Spending Verification: The SDO and OSD reserve the right to contact SDP Partners at any time to request that they attest to the amounts reported to have been paid to them by the Contractor.

Program Resources and Assistance: Contractors seeking assistance in the development of their SDP Plans or identification of potential SDP Partners may visit the SDP webpage, www.mass.gov/sdp, or contact the SDP Help Desk at sdp@mass.gov.

8 COMMBUYS MARKET CENTER

COMMBUYS is the official source of information for this Agreement and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, are incorporated into this Agreement.

8.1 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, if products and services can be appropriately captured in the COMMBUYS catalog format, work with OSD to activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by OSD or the Eligible 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; and (4) in the event the Commonwealth adopts an alternate market center system, Contractor will be required to utilize such system, as directed by OSD. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

To learn more about the COMMBUYS system and its terminology, 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.

9 PERFORMANCE AND PAYMENT TIMEFRAMES

All agreements for services entered into during the duration of this Agreement and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend more than five years beyond the final termination date of this Statewide Contract. No new agreements for services may be executed after the Agreement has expired.

10 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.

11 RENTAL, 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.

Leases (including short term rentals) are subject to all the terms and conditions of this Participating Addendum. The Commonwealth expressly acknowledges that its lease of any products is expressly conditioned upon full acceptance of these terms.

12 SUPPLIES

12.1 Remanufactured Supplies

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

12.2 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.

13 PRIMARY CONTACTS

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

Contractor – Local Government Account Manager

Name	Matt Huggins
Address	100 Paragon Drive, Montvale, NJ 07645
Telephone	201-529-9629
Fax	
E-mail	hugginM@sharpsec.com

Participating Entity

Name	Marge MacEvitt, Strategic Sourcing Services Lead (SSSL)

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Address	Operational Services Division, One Ashburton Place, 10th floor, Boston, MA 02108-1552
Telephone	617-720-3121
Fax	617-720-4527
E-mail	marge.macevitt@mass.gov

14 PURCHASE ORDER INSTRUCTIONS

All purchase orders should contain the following (1) Mandatory Language "PO is subject to Massachusetts Statewide Contract ITC80 and NASPO Value Point for Copiers and Managed Print Services" (2) Eligible Entity's and Contractor's 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.

15 PRICE AGREEMENT NUMBER

All purchase orders issued by Eligible Entities within the jurisdiction of this Participating Addendum shall include the Massachusetts Statewide Contract number: ITC80 and the NASPO ValuePoint price agreement number: #140603.

16 INDIVIDUAL CUSTOMER

Each Eligible Entity, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each Eligible Entity 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 Eligible Entity will be responsible for their own charges, fees, and liabilities. Each Eligible Entity 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.

17 STATEWIDE CONTRACTOR MARKETING REQUIREMENTS

Contract must adhere to the following sales/marketing requirements and limitations regarding their Contract: Contractors may only sell those goods and/or services that are within scope for this contract; marketing information must be factual in nature in order to promote those goods and/or services and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. During the life of the Contract, the SST reserves the right to require Contractors to seek and receive prior written approval before distributing marketing information to Eligible Entities.

18 OSD LOGO USE

Contract will be provided a COMMBUYS Logo and Statewide Contract Logo (Statewide Contract Logos) for print and online marketing of Contractor's goods and services available on Statewide Contract. Statewide Contract Logos may

only be used for the purpose of promoting the use of the and do not guarantee any sales of services and/or commodities marketed. Statewide Contract Logos are only allowed to be used by Statewide Contractors who are registered on COMMBUYS and only to market those services/commodities available on their Statewide Contract. Statewide Contractor must adhere to all terms in their Statewide Contract and be in good standing, which includes not having any outstanding issues (such as non-compliance with any reporting requirements) and not being debarred, terminated, or suspended, as determined by the Commonwealth Contract Manager and Strategic Sourcing Team (SST). COMMBUYS and other marks, graphics, logos, page headers, icons, scripts unique to OSD on www.mass.gov and www.commbuys.com are the trademarks and/or trade dress and property of the Commonwealth, use of which is prohibited without prior approval by the Commonwealth. In no case shall such trademarks or trade dress be used in any manner that is likely to cause confusion, that disparages or discredits the Commonwealth and in connection with any service or product that is not sponsored, endorsed, or produced by the Commonwealth. OSD reserves the right to accept or reject any proposed uses of the Statewide Contract Logos which do not fully support these terms. All proposed online and print materials are subject to review by OSD, which may assess the appropriateness of proposed content. Use of the logos which does not, in the opinion of OSD, support the general purpose outlined herein may be rejected, including uses that contain libelous, slanderous, obscene, profane, violent, criminal, or otherwise objectionable content, which will be rejected. Contractor must adhere to the Statewide Contractor Marketing Requirements as set forth above. Contractor acknowledges that their having a Statewide Contract and their use of Statewide Contract Logos is not an endorsement of the Contractor by the Commonwealth or OSD. All marketing materials must be reviewed by the Contract Manager and OSD's Marketing Department for approval before distribution. Should Contractor be instructed by OSD to cease utilizing the COMMBUYS Logo and/or Statewide Contract Logo, Contractor shall promptly remove the logo(s) from all printed and electronic marketing material. OSD reserves the right to terminate Contractor's use of the OSD Logo at any time, for any reason, and/or modify the logos. Upon request of OSD to update logo(s) to newer versions, Contractor shall promptly update their materials accordingly. Marketing information must be factual in nature in order to promote those goods and/or services under this Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law. Contractors may only utilize email lists to market to Commonwealth Eligible Entities if such emails contain an "Unsubscribe" option in order to allow recipients to opt out of receiving such emails.

19 ENTERPRISE POLICY AND STANDARDS

All IT systems and applications developed by, or for Commonwealth agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform to the Enterprise Information Security Policies and Standards promulgated by the Commonwealth CIO as they exist at the effective date of the applicable Order or statement of work. The Enterprise Information Security Policies and Standards available via https://www.mass.gov/handbook/enterprise-information-security-policies-and-standards. Contractor delivery of IT systems and applications that fail to conform to the Enterprise Information Security Policies and Standards, absent the Commonwealth CIO's (or his/her designee's) grant of written permission, shall constitute breach of any Order or statement of work. The Commonwealth may choose to require the Contractor, at its own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Enterprise Information Security Policies and Standards.

20 SUBCONTRACTING POLICIES

Prior approval of the Eligible Entity is required for any subcontracted service of the Contract. Contractor is responsible for the satisfactory performance and adequate oversight of their subcontractors.

21 NON-EXCLUSIVE AGREEMENT

The Agreement shall be non-exclusive and shall not in any way preclude the Commonwealth of Massachusetts from entering into similar contracts and/or arrangements with other vendors or with vendors whose products or services are resold by Contractor, or from acquiring similar or equal goods and/or services from other entities or sources.

22 ACCESSIBILITY

The Commonwealth is obligated to ensure non-discrimination and equal access to state services on the part of persons with a disability and reasonable accommodations to state employees with a disability. The Commonwealth defines accessibility to include compliance with its Enterprise Accessibility Standards and Web Accessibility Standards. These standards encompass the principles of Section 508 of the Federal Rehabilitation Act, the World Wide Web Consortium's Web Content Authoring Guidelines, version 2, level AA (WCAG2 Standards), and the concept of usability for individuals with disabilities. Contractors must comply with the accessibility obligations detailed at https://www.mass.gov/service-details/accessibility-for-it-solutions-contract-language.

23 PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships with a Commonwealth Purchasing Entity. Participating Entity must check one of the boxes below.

[ ] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

i. 801 CMR 21.00

The terms of 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this Agreement. Words used in this Agreement shall have the meanings defined in 801 CMR 21.00.

ii. Commonwealth Tax Exemption

Payment vouchers or invoices submitted to Massachusetts government entities must not include sales tax.

iii. Sections 2-22 above modify or supplement the Master Agreement.

iv. Section 1.3.1 is hereby deleted and replaced with Section 4, Order of Precedence, above.

v. Section 5.2 of the Master Agreement is hereby deleted and replaced with Section 3 of the Commonwealth Terms and Conditions for Information Technology.

vi. Section 6.2.1 the last sentence is stricken and replaced with "This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against

this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluation performance hereunder but shall not be exercised more frequently than once per year by any Purchasing Entity.

vii. Section 6.13.4 the sentence is hereby added:

"At the Commonwealth's discretion, the Office of the Attorney General may assume sole control of the defense ,of an infringement of intellectual property rights in connection with the Commonwealth's use of this Agreement."

This Agreement and its attachments, including all documents set forth in Section 4 (Order of Precedence) of the Participating Addendum, sets forth the entire agreement between the parties with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to, or in addition to, the terms and conditions of this Agreement and its attachments, shall not be added to or incorporated into this Agreement, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Agreement and its attachments shall prevail and govern in the case of any such inconsistent or additional terms.

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

Participating State: Commonwealth of Massachusetts	Contractor:
By:	By:
Name: Gary Lambert	Name: Mike Marusic
Title: Assistant Secretary for Operational Services	Title: President & CEO of SIICA
Date: 02/13/2023	Date: 2/10/2023