

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

The State of Connecticut
(hereinafter "Participating State")

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1. **Scope:** This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

The State of Connecticut will utilize the following categories of this award:
Group B – Production Copiers

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/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:**

- a) The State of Connecticut will authorize its Client Agencies to procure equipment and/or services using the following options:
 - Purchase
 - Cancelable Rentals – cancel with four month penalty on rental payment
 - Supplies / Service
 - Cost-Per Copy
- b) The State of Connecticut encourages small business procurement whenever possible. The State of Connecticut will request from Contractor a list of authorized dealers who are Connecticut DAS – certified small (SBE), minority (MBE) business for Client Agencies to procure from using this Contract. Further information about the Connecticut Supplier Diversity Program can be found at the following link:
<http://das.ct.gov/crl.aspx?page=34>
- c) All State of Connecticut Client Agency purchases that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard). Exceptions to this policy would be for purchases that must be approved using the Core 10 process, Contractors who do not accept credit cards and purchases to restock inventories carried in the Core-CT inventory module. Contractor shall be equipped to receive purchase orders against this

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Contract using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall charge the State's MasterCard only upon delivery of goods or rendering Services. The Contractor shall capture and provide their merchant bank, Level 3 reporting at the line item level for all orders placed using the MasterCard. Questions regarding the MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860 713-6072 or Kerry.dimatteo@ct.gov.

- d) **Payment Terms and Billing:** Payments shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Payment for all accepted Goods or Services shall be due within forty five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small Contractor or minority business enterprise as defined in Conn. Gen. Stat. §4a-60g. Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
- e) Contractor shall adhere to established security and/or property entrance policies and procedures established for each requesting State of Connecticut Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter the premises.
- f) Per State of Connecticut General Statute number 4a-67c: equipment and appliances offered under this Contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the United States Environmental Protection Agency and the U.S. Department of Energy.
- g) **Equipment Relocation:** Contractor shall relocate Equipment as requested by the Client Agency at no additional cost to the Client Agency. Relocation shall be as if it is an initial installation with all required services performed at no additional cost to the Client Agency.
- h) **Usage/Spend Reports:** Contractor must submit reports on a quarterly basis to the State of Connecticut contact person listed above. Reports must include:

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- Client Agency/Organization
- Site Street Address
- Site City
- Location (Client Agency Unit /Department)
- Client Contact (name and telephone number and e-mail if available)
- Install Date (of the Equipment)
- Rental Term, 36 or 48 months
- Upgrade (Equipment replacement) Date
- Brand/Model
- Equipment Serial Number
- Equipment ID
- (Billing) Reconciliation (period)
- Equipment Category (e.g. 13-22 page per minute (ppm) black and white (b/w)).
- B/W Monthly Average
- Color Monthly Average

4. Leases: Leasing of any equipment is not allowed under this Participating Addendum.

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

Xerox National Contract Manager for Master and Participating Addendums

| | |
|------------------|--|
| Name | Annie Van Gilder, WSCA National Contract Manager for Xerox Corporation |
| Address | 6120 E. Roland Street Mesa, AZ 85215 |
| Telephone | 480-588-8313 |
| E-mail | annie.vangilder@xerox.com |

Xerox Local Contract Support

| | |
|------------------|--|
| Name | |
| Address | |
| Telephone | |
| E-mail | |

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Participating Entity

| | |
|------------------|--|
| Name | Janet DelGreco Olson |
| Address | 165 Capitol Avenue, 5th Floor So., Hartford CT 06106 |
| Telephone | 860 713-5079 |
| Fax | 860 622-2961 |
| E-mail | janet.delgreco@ct.gov |

6. Subcontractors:

All [contactor] dealers and resellers authorized in the State of Connecticut, as shown on the dedicated **Xerox Corporation** (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The **Xerox Corporation** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # 3091 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **14PSX0125** and the Lead State price agreement number: 3091.

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.

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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 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.

10. **The parties agree that the following provisions (Participating Addendum) shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.**

Definitions: The following definitions apply to this Participating Addendum

- a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- b) **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

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- c) **Confidential Information Breach:** This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- d) **Contract: Copiers, Printers and Related Devices, Contract Award Number 14-19 and this Participating Addendum**
- e) **Contractor:** A person or entity who executes the Contract.
- f) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek

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imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Sovereign Immunity. The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

Campaign Contribution Restriction. For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State

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Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with its respective terms and conditions. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.

Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard

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to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer

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unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in

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accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability

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insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

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- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.

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- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

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- (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

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Financial Audit for State Grants.

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the National Association of State Procurement Officials, the Minnesota's Negotiated Terms and Conditions or the Master Agreement between NASPO and West Publishing Corporation and any of its Exhibits, shall not apply to Connecticut or any of the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

Data Storage Devices.

Neither the Contractor nor Contractor parties shall remove from a Client Agency facility for any time or any reason any hard drives or other data storage devices that are installed in or are in any other way considered to be a part of the Equipment, such as any "plug in" devices (collectively, "Data Storage Devices"). The Contractor shall not remove from a Client Agency facility for any time or any reason the Equipment without first transferring to the Client Agency, and the Client Agency shall accept, all ownership, title, rights and interest of, to and in the Data Storage Devices. The Contractor shall remove the Data Storage Devices from the Equipment, but only in the presence of a duly authorized agent of the Client Agency and only in accordance with the terms of a written request which the Client Agency shall have previously delivered to the Contractor. Upon removal, the Contractor shall immediately transfer possession of the Data Storage Devices to the duly authorized agent of the Client Agency. The Contractor's failure to transfer immediately possession of the removed Data Storage Devices to a duly authorized agent of the Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure.

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The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any data stored in the Data Storage Devices.

Contractor parties will Perform for any purpose under this Section, the Contractor represents and warrants that it shall cause each of the Contractor parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor parties to Perform. For purposes of this Section, "Perform" shall include, but not be limited to, the obligations relating to the transfer of title, removal and transfer of possession of the Data Storage Devices and indemnifying and holding harmless the Client Agency and the State. The Contractor on its own behalf and on behalf of the Contractor parties shall also provide, no later than thirty (30) days after receiving a request by the Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole determination, compliance with the provisions of this paragraph." For the purpose of this Section, Contractor parties shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

HARD DRIVE REMOVAL PROCEDURE

Digital copiers which have a hard drive shall not be removed from a state facility before the Contractor uninstalls the hard drive from the digital copier and transfers it to your agency.

Overview of Data Storage Device (hard drive) Removal Procedure

1. State Agency provides the Contractor with a written request to remove the digital copier.

State Agency schedules a date and time for removal of the copier with the Contractor. If you need to reschedule a removal time, you must provide a minimum of twenty four (24) hour notice to the Contractor. The Contractor may charge a rescheduling fee if twenty four (24) hour notice is not provided.

2. State Agency identifies the person(s) ("Duly Authorized Agents") from the agency who will secure the hard drive(s) when removed from the digital copier and maintain the required documentation. It is important to have more than one person identified as a Duly Authorized Agent so pickup cancellations and rescheduling are avoided.

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3. State Agency shall have the Data Storage Device Transfer Receipt (attached) completed with as much information as available.

The Contractor will assist with serial numbers, and other identification information. It is required that all hard drives be recorded on the Data Storage Device Transfer Receipt and all information is recorded. The Data Storage Device Transfer Receipt must be signed by both the Contractor and the Duly Authorized Agent. A copy of the signed Data Storage Device Transfer Receipt is to be provided to the Contractor.

4. State Agency shall secure the hard drive and the corresponding Data Storage Device Transfer Receipt. The Duly Authorized agent shall maintain all Data Storage Device Transfer Receipts and secure all Data Storage Devices in accordance with The State of Connecticut, Bureau of Enterprise Systems and Technology (BEST) current procedures regarding the storage and destruction of Data Storage Devices".

Encryption of Data Storage Devices

In addition to the removal of the hard drives, the Contract specifies that all digital copiers with hard drives will have encryption software installed at the Advanced Encryption Standard 256 ("AES256").

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DATA STORAGE DEVICE TRANSFER RECEIPT

| | | | |
|---|---------------------------|----------------------------|--------------------------------------|
| Agency: | | | |
| Authorized Agent: | | | |
| Agency Address: | | | |
| State Location: <i>(Equipment Location including Building Numbers, Floor Location, etc.)</i> | | | |
| Equipment ID#: | Equipment Model #: | Equipment Serial #: | Data Storage Device Serial #: |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|---|--|
| Data Storage Device(s) Removal Date: | |
|---|--|

| |
|------------------|
| Comments: |
|------------------|

The undersigned acknowledge the Data Storage Device(s) identified above has been removed from the Equipment identified above and is now in the possession of the Client Agency Authorized Agent prior to the Equipment being removed from the State location.

CLIENT AGENCY

Authorized Agent Signature

Print Name

Contractors Signature

Print Name

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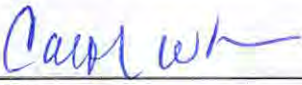

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|--|---|
| Participating State: The State of Connecticut | Contractor: Xerox Corporation |
| By:  | By:  |
| Name: Carol S. Wilson | Name: David Farrell |
| Title: Director of Procurement | Title: Finance Director |
| Date: 9/8/15 | Date: 8-6-15 |

[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 | Paul Stembler, Cooperative Development Coordinator |
| Telephone | 651-206-3858 |
| E-mail | paul.stembler@wsca-naspo.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]

Attachment O

XEROX SERVICE LEVEL AGREEMENT (“SLA”)

1. Client Agency Level SLA

1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Client Agency with a defined replacement process for equipment performing below expectations.

1.2 Customer Service Level Agreement

Contractor agrees to maintain the following service levels defined below as targets:

| Performance Criteria | Target Level |
|-------------------------------|------------------------------------|
| Average Uptime | 96% or Better |
| Average On-Site Response Time | 4 Hours or Less |
| First Time Fix | 80% of all service calls or better |

These service levels will be measured on a quarterly basis between Contractor and the State.

1.3 Calculation of Service Level Points

Once per quarter, Contractor will produce reporting to be measured against the SLA and points will be assigned according to the following chart. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter’s service and supplies billing (expressed as a negative %).

| | Target Level | Below Target 1 | Below Target 2 | Below Target 3 | Below Target 4 |
|-----------------|---------------|----------------|----------------|----------------|----------------|
| Average Uptime | 98% or Higher | 97.9% - 96% | 95.9% - 94% | 94.9% - 94% | 93.9% or lower |
| Possible Points | 4 | 3 | 2 | 2 | 0 |

| | | | | | |
|---|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | Target Level | Below Target 1 | Below Target 2 | Below Target 3 | Below Target 4 |
| Average On-Site Response Time (in Hours) | 4 or Less | 4.1 – 5 | 5.1 - 6 | 6.1 - 7 | 7.1 or more |
| Possible Points | 4 | 3 | 2 | 2 | 0 |
| | Target Level | Below Target 1 | Below Target 2 | Below Target 3 | Below Target 4 |
| First Time Fix | 80% or Higher | 79.9% - 70% | 69.9% - 60% | 59.9% - 50% | Less than 50% |
| Possible Points | 4 | 3 | 2 | 2 | 0 |

1.4 Penalty Level

| | | | | | |
|--|---------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | Target Level | Below Target 1 | Below Target 2 | Below Target 3 | Below Target 4 |
| Total Score | 12 – 10 | 9 – 7 | 6 - 4 | 3 – 1 | 0 |
| Penalty/Award as a percentage of quarterly service and supplies billings | 0% | -2.5% | -3.0% | -3.5% | -4.0% |

Contractor agrees that the penalty shall be awarded to the Client Agency as a credit provided, however, that the credit shall be applied solely against meter/impression charges reflected on subsequent invoices until the credit has been completely applied. If the order associated with the SLA has expired or has been terminated, any remaining credit will be forfeited.

1.5 Equipment Performance

Contractor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

| Group | Devices | Segments | Quarterly Uptime |
|-------|-------------------------|----------|------------------|
| B | High Production Copiers | All | 95% |

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Client Agency's discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, Contractor

will be allowed thirty (30) days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the Contract or up to five (5) years from the date of purchase/rent, provided the equipment has not been subjected to abuse or neglect and has been continuously maintained by Xerox under a Xerox maintenance agreement. This replacement policy will remain in effect for the term of the Contract and is subject to the Client Agency remaining current with supplier's payment requirements.

1.6 Additional Contractor Guarantees

1.6.1 **Training** – On-going training as requested by the Client Agency to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50 per incident that does not meet the turnaround time specified above to be credited on the next service bill.

1.6.2 **Loaner Unit/Backup Production** – Contractor agrees to provide a loaner or to measure uptime on an individual unit basis, with the following accepted exclusive remedy:

- i. Contractor agrees the vast majority of on-site equipment repairs will be completed within five (5) business hours. However, in the unlikely event that the repair time exceeds twelve (12) consecutive working hours, Xerox agrees as Client Agency's exclusive remedy, to provide a loaner if available; or
- ii. At the Client Agency's option, to issue a service credit, equal to 1/30" of the equipment's monthly maintenance component for each day the equipment is inoperable and is not available for Client Agency's use, beginning with the day of the Client Agency's initial service call. Such credit may be applied against future meter charges only. Under no circumstance will any credits reduce the Monthly Minimum Charge. If an order associated with the SLA has expired or has been terminated, any remaining credit will be forfeited.

1.6.3 **Invoicing** – Contractor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the Contractor's part to maintain these levels as defined shall result in a \$50.00 per instance credit on the following invoice.

| Measurable | Service Level |
|---------------------|---|
| Timely Invoicing | Invoices will be submitted no later than the 25 th of the month immediately following the close of a billing period. |
| Accurate Invoicing | Invoices do not require any credits for miss-billing |
| Service Impressions | Contractor will credit all service run impressions within the same billing cycle |

2. Reporting and Billing

- 2.1 **Timely Reporting** – Contractor shall produce reporting for the State within thirty (30) days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the thirty (30) day period.
- 2.2 **Timely Payment of Administrative Fees** – Contractor shall produce payment for any State Specific Administrative Fee within thirty (30) days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the thirty (30) day period.
- 2.3 **Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors.
- 2.4 **Accuracy of Billing** – The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State's satisfaction; the State may require an audit by a third party. If errors are found, the Contractor must reimburse the State for the cost of the auditor as well as correcting any billing errors.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the State.