

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**COPIERS, PRINTERS & RELATED DEVICES 3091**  
Administered by the State of Nevada (hereinafter "Lead State")

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

And

State of Maine  
(hereinafter "Participating State")

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1. **Scope:** This addendum covers the Copiers, Printers & Related Devices 3091 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.

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

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

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/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:**

i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

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C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**4. Leases**

If there are any terms and conditions which conflict with individual state or political subdivisions procurement laws, the parties will need to negotiate and amend the PA as

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appropriate.

**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	<a href="mailto:annie.vangilder@xerox.com">annie.vangilder@xerox.com</a>

**Participating Entity – Contract Grant Specialist**

Name	Justin Franzose
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7337
Fax	207-287-6578
E-mail	<a href="mailto:Justin.Franzose@maine.gov">Justin.Franzose@maine.gov</a>

**Participating Entity – Procurement Manager**

Name	Terry Demerchant
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7334
Fax	207-287-6578
E-mail	<a href="mailto:Terry.L.Demerchant@maine.gov">Terry.L.Demerchant@maine.gov</a>

**6. Subcontractors:**

All Xerox dealers and resellers authorized in the State of Maine, as shown on the dedicated Xerox (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Xerox 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

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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: **MA 18P 1602290000000000125** 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.

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.

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

Participating State: Maine	Contractor: Xerox Corporation
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By: <i>Kevin M. Scheirer</i>	By: <i>David Farrell</i>
Name: Kevin Scheirer	Name: <i>David Farrell</i>
Title: Operations Director, Division of Purchases	Title: <i>Finance Director</i>
Date: 4/11/16	Date: <i>4-4-16</i>

[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	<a href="mailto:paul.stembler@wsca-naspo.org">paul.stembler@wsca-naspo.org</a>

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