

Addendum 1 to Master Service Agreement  
Between  
OCE' North America Document Printing Systems  
And  
State of Nevada  
Representing the Western States Contracting Alliance (WSCA)  
Lead State Contract #: 1715                      Executed on:

This Master Price Agreement Addendum governs OCE' North America Document Printing Systems (hereinafter "CONTRACTOR") use of the WSCA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the WSCA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the WSCA name and logo on a web site as a "click on" link to the Master Price Agreement. No other use of the logo or name is permitted on any web site, except as permitted in paragraphs 1 and 3.
3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The WSCA name may be used and the logo displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.
4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of WSCA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the WSCA name and logo NOT directly linked to or related to this Master Price Agreement.
5. CONTRACTOR must ensure that its sub-contractors, resellers, and agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the WSCA name and logo if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its sub-contractors, re-sellers, and agents immediately cease all use.
7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to WSCA's name or logo (including characters, style and colors) and CONTRACTOR shall not use or permit the use of WSCA's name or logo in a manner or context that could adversely affect WSCA's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its sub- contractors, re-sellers, and agents must cease all use of the WSCA name and logo; except that, CONTRACTOR may use the WSCA name for reference purposes in a description of its prior experience.

Acknowledged:

CONTRACTOR:

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

LEAD STATE:

In accordance with state statutes or rules.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Greg Smith, Administrator, State of Nevada

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Between  
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### **WSCA Multi-Functional Copier Contract**

515 E. Musser Street, Suite 300, Carson City, Nevada 89701

Voice: 775-684-0198 Fax: 775-864-0188

<http://www.purchasing.nv.us>

### **WSCA/NASPO Cooperative Development Team**

1960 Cliff Lake Rd, Suite 129-237, Eagan, MN 55122

Voice: 612-284-4316 Fax: 952-392-4580

[wncoopdt@gmail.com](mailto:wncoopdt@gmail.com) [wmfc0914reports@gmail.com](mailto:wmfc0914reports@gmail.com) [wmfc0914eligibility@gmail.com](mailto:wmfc0914eligibility@gmail.com)

WNCDT is the WSCA/NASPO Cooperative Development Team who will be supporting the WSCA Multi-Functional Copier Contracts 2009-2014 by handling reporting and eligibility for the lead state.

## **Eligibility:**

Who is Eligible, How do they become Eligible?

NASPO, and WSCA who are simply a group fifteen NASPO state procurement directors from the west, is an association of state chief procurement officials. So, state chief procurement officials decide what entities within their jurisdiction get to use, or not use, a NASPO or WSCA contract. You may hear "they have no authority over us", which may be true in a legal sense, but that does not matter. NASPO and WSCA contracts are cooperatives based on state chief procurement official's participation. They get to decide.

The actual determination of eligibility rests in state statutes and rules. Some are very broad and inclusive, some are much narrower and exclusive. Cities, counties, school districts are very common. Universities and colleges are sometimes included, private or non-profit ones are less common. Hospitals are problematic, as are Indian tribes and non-profits. Extending the authority to use "state contracts" to businesses with contracts with a state is very rare.

While not exhaustive, there are several different common scenarios.

- a. Many states have internal "cooperative purchasing programs" that operate under a number of different titles. These programs generally allow registered members to use "state contracts" and as an extension any WSCA or NASPO cooperative contracts the state is participating in. In many cases there is a published list of participants (perhaps a link on a state program's website). Some of these programs have a subscription fee, some do not. The state might sign a participating addendum for the "state, state agencies and members of our cooperative purchasing program" which would then open up access to all registered members of the state cooperative program. The individual, registered members WOULD NOT require an individual participating addendum, they would simply be using a "state contract."



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- b. States that do not have formal cooperative program may simply have a law that authorizes certain entities to use "state contracts." Assuming the state had signed a participating addendum with a specific manufacturer, the entity might or might not require its own participating addendum – it is really the call of the entity's legal counsel.
- c. A state, for instance, might sign participating addenda with a manufacturer that permits "NOT state agencies in the State of xxxx to use these contracts." This, either with or without a formal cooperative purchasing program, would allow any recognized entity that IS NOT a state agency to use the contracts. Again, the entity might or might not require its own participating addendum – it is really the call of the entity's legal counsel.
- d. A state might decide not to sign ANY participating addenda (or several states CANNOT participate in cooperatives of any form) but may permit individual entities to sign their own participating addenda. In this case, the eligibility process will take place over and over again, not for each manufacturer (usually) but for each individual entity. State directors will normally authorize the City of Leftover to participate, the city can then sign as many participating addenda as it wants to meet its needs.

When asked, the WNCDT and the Lead Contract Administrator always encourage signing participating addenda with all the manufacturers on the contract as a way of keeping as much competition in the mix as possible.

Manufacturers and resellers/VARs should direct eligibility questions to:

[wmfc0914eligibility@gmail.com](mailto:wmfc0914eligibility@gmail.com)

Emails should include entity name, entity address (including STATE in which entity operates or is asking to use contract), an entity contact name, phone and email

Eligibility processing will flow like this:

- 1 – email request from entity (can be through manufacturer or resellers/VARs) as long as details mentioned above are included



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2 – WNCDDT will email state director and request authorization for participation

3 – WNCDDT will email back both manufacturer and entity with authorization to proceed to complete the participating addendum

4 – Entity completes the manufacturer's draft participating addendum (from the manufacturers website or from the WSCA/NASPO PC Contract website), signs it and forwards it to manufacturer point of contact [this can be done by scanning signed documents if that is permitted by the entity]

*We would encourage "new" manufacturers to spend some time, early on in the process, working with the WNCDDT to create their own "draft participating addendum". The sooner this is available, after award decisions have been made by the WSCA Directors, the sooner it can begin to be used. Participating addenda should be signed before the start date of the new contracts (June 1, 2009) so that sales can start immediately.*

*Creating a draft participating addendum does not create any legal obligation. The participating addendum is always going to be controlled by the actually executed master price agreement. So until that master price agreement is fully executed it has no meaning. But, it can take time to put them in place, so the sooner things get started, the sooner sales can be made.*

*IF the entity has to make modifications or include any special (entity-based) legal language, we strongly recommend they work informally with the manufacturer contact BEFORE sending the formal document for execution. And, we encourage manufacturers to understand that "law" or "ordinance" is exactly that, law or ordinance and the entity is not free to ignore it or violate it.*

5 – Manufacturer point of contact signs participating addendum and forwards to WNCDDT at email address above

6 – WNCDDT will annotate on the participating addendum state authorization, create a PDF file of the participating addendum and the state authorization



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7 – WNCDDT will forward copies of the PDF file to entity, manufacturer point of contact and Lead Contract Administrator

The WNCDDT commits to completing steps 6 and 7 in one working day.

This process will go on each and every time you come across a potential new participant. Our intent is to create a list of approved entities, by state. You will be able to reference this list before starting the process.

Basic message for you and all your sales force, check with us first. The process works best if it is centralized by a manufacturer.

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
MULTIFUNCTION COPIERS AND RELATED SOFTWARE**

**MASTER PRICE AGREEMENT  
1715**

1. Scope: **This addendum covers Multifunction Copiers and Related Software for State Agencies and Political Subdivisions.**
2. Changes: **(Replace this with specific changes or a statement that no changes are required)**
3. Lease Agreements: **(Insert a statement whether or not equipment lease agreement terms and conditions have been approved for use by the governmental entity)**

4. Primary Contact: The primary government contact individual for this participating addendum is as follows:

**Name**  
**Address**  
**Telephone:**  
**Fax:**  
**E-mail:**

5. Subcontractors:

6. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include price agreement number: **1715**

This Participating and the Master Price Agreement number 1715 (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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits 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.

Government Entity: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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*Summary of Sales by contractor*

Contract No:	1715	Contract Title:	WSCA Multifunctional Copier		
Manufacturer Name:	OCE' North America	Contact Person:	Barbara Cotter		
Contract Term: [with possible extensions]	June 1, 2009 to June 30, 2014.	Contractor Signature:			
Reporting Period: (Please circle one)	Qtr 1      Qtr 2 Qtr 3      Qtr 4	Calendar Year: (Please circle one)	2009      2010      2011 2012      2013      2014		

TOTAL SALES THIS QUARTER:	\$
[multiply sales by this number]	X                      0.05% (0.0005)
WSCA Administrative Fee:	\$

Check here if sales equal zero this quarter:





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WNCDT is the WSCA/NASPO Cooperative Development Team who will be supporting the WSCA Multi-Functional Copier Contracts 2009-2014 by handling reporting and eligibility for the lead state.

Failure to comply with these reporting requirements will be considered a breach of the Master Price Agreement and subject to default action.

### **Sales Reporting Schedule:**

Sales reports sent to Kate (with a copy to Bernie)

Sales reports sent by 15<sup>th</sup> of calendar month for previous calendar month

Sales reports sent to – [wmfc0914reports@gmail.com](mailto:wmfc0914reports@gmail.com)

or to – WSCA Multi-Functional Copier Reporting  
c/o Kathryn Offerdahl  
1960 Cliff Lake Rd  
Suite 129-237  
Eagan, MN 55122

WNCDT will compare sales for a quarter with Admin fees submitted for a quarter and work with manufacturer to reconcile any differences (both Lyn and Lee Ann will be copied on emails related to reconciliation).

It is our intention to try to provide sufficient information to participating state directors to eliminate or reduce the special reporting requirements states have. However, states retain the option of requiring different formats for reports. The Lead Contract Administrator and the WNCDT will work with states and manufacturers on these issues.

### **Sales Reporting Format:**

Sales report format is attached.

### **Admin Fee Schedule:**

Thursday, April 16, 2009

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Admin fees (check) sent to AMR on the form provided

Admin fees (check) sent by 1<sup>st</sup> of second calendar month after end of calendar quarter

1<sup>st</sup> Quarter – January – March – due by May 1<sup>st</sup>

2<sup>nd</sup> Quarter – April – June – due by August 1<sup>st</sup>

3<sup>rd</sup> Quarter – July – September – due by November 1<sup>st</sup>

4<sup>th</sup> Quarter – October – December – due by February 1<sup>st</sup>

**For 2009 ONLY – admin fees will be sent for 2<sup>nd</sup> Quarter – contract execution through June 30, 2009 – due by August 1, 2009.**

**Admin Fee Coversheet:**

Contractor is **required** to pay quarterly an administrative fee of 0.5% (0.005) on ALL sales under this contract on the following schedule:

	<u>Calendar Quarter Ending</u>	<u>Payment</u>
	<u>Due</u>	
1 <sup>st</sup> Quarter – Ending March 31 (for Jan, Feb and Mar)		April 30
2 <sup>nd</sup> Quarter – Ending June 30 (for Apr, May and Jun)		July 31
3 <sup>rd</sup> Quarter – Ending September 30 (for Jul, Aug and Sep)		October 31
4 <sup>th</sup> Quarter – Ending December 31 (for Oct, Nov and Dec)		January 31

Contractor will submit a copy of the following form, completed and signed, with each check.



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Submit to:

**WSCA**  
**NASPO Project Manager**  
**201 East Main Street, Suite 1405**  
**Lexington, KY 40507**

Check must be payable to **WSCA** and must include **Contract Number W24-2008 – NV 1715**.

All sales made during a calendar quarter should be reported and paid in that quarter.

*Summary of Sales by contractor*

Contract No:	1715	Contract Title:	WSCA Multi-Functional Copiers		
Manufacturer Name:	OCE' North America	Contact Person:	Barbara Cotter		
Contract Term: [with possible extensions]	June 1, 2009 to June 30, 2014	Contractor Signature:			
Reporting Period: (Please circle one)	Qtr 1      Qtr 2 Qtr 3      Qtr 4	Calendar Year: (Please circle one)	2009      2010      2011 2012      2013      2014		

TOTAL SALES THIS QUARTER:	\$
[multiply sales by this number]	X                      0.5% (0.005)
WSCA Administrative Fee:	\$

Check here if sales equal zero this quarter:



National Association of State Procurement Officials  
and  
Western States Contracting Alliance



Cooperative Contract Sales Reporting Data Requirements and Data Format

This is the minimally acceptable reporting requirement for either NASPO or WSCA cooperative contracts. These elements are NOT negotiable. The field size of certain elements may be adjusted, with authorization from the Lead Contract Administrator and either NASPO or WSCA to accommodate differences in the Vendor Contract Number size.

Lead zeros should be avoided if possible. Fields should be right justified. Field with no data should be left blank.

Reports should be submitted in Microsoft Excel 97-03 format or an equivalent approved by the Lead Contract Administrator and either NASPO or WSCA.

Field Name	Field Description	Data Type	Field Size
VENDOR CONTRACT NUMBER	Lead State assigned contract number (using Lead State's numbering protocol)	Alpha Numeric	5
STATE	State postal abbreviation code (Alaska = AK, Missouri = MO, etc.)	Alpha Numeric	2
CUSTOMER TYPE (SEGMENT)	State Gov't, Education-K12, Education-HED, Local Gov't, Medical, Other - are acceptable segments. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	45
BILL TO NAME	Customer (agency) Bill to name	Alpha Numeric	60
BILL TO ADDRESS	Customer (agency) Bill to address	Alpha Numeric	40
BILL TO CITY	Customer (agency) Bill to city	Alpha Numeric	40
BILL TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
SHIP TO NAME	Customer (agency) Ship to name	Alpha Numeric	60
SHIP TO ADDRESS	Customer (agency) Ship to address	Alpha Numeric	40
SHIP TO CITY	Customer (agency) Ship to city	Alpha Numeric	40
SHIP TO ZIPCODE	Zip code in standard 5-4 format [standard 5 digits is acceptable, formatted as a zip code]	Alpha Numeric	9
ORDER NUMBER	Vendor assigned order number	Alpha Numeric	20
CUSTOMER PO NUMBER	Customer provided Purchase Order Number	Alpha Numeric	20
CUSTOMER NUMBER	Vendor assigned account number for the purchasing entity	Alpha Numeric	20
ORDER TYPE	Sales order, Credit/Return, Upgrade/Downgrade, etc. [determined by industrial practice for each contract - uniform for each contract]	Alpha Numeric	35
PO DATE (ORDER DATE)	(mm/dd/ccyy)	Numeric	8
SHIP DATE	(mm/dd/ccyy)	Numeric	8
INVOICE DATE	(mm/dd/ccyy)	Numeric	8
INVOICE NUMBER	Vendor assigned Invoice Number	Alpha Numeric	20
PRODUCT NUMBER	Product number of purchased product	Alpha Numeric	25
PRODUCT DESCRIPTION	Product description of purchased product	Alpha Numeric	60
LIST PRICE/MSRP/CATALOG PRICE	List Price - US Currency (\$99999.999) [determined by industrial practice for each contract - uniform for each contract]	Numeric	10
UNIT PRICE	Unit Price - US Currency (\$99999.999)	Numeric	10
QUANTITY	Quantity Invoiced (99999.999)	Numeric	11
TOTAL PRICE	Extended Price (unit price multiplied by the quantity invoiced) - US Currency (\$999999999.999)	Numeric	13
NASPO (WSCA) ADMIN FEE	Administrative Fee based on Total Price - US Currency (\$999999.999)	Numeric	13
VAR/Reseller/Distributor	If a VAR/Reseller/Distributor, name and state of VAR/Reseller/Distributor	Alpha Numeric	30
Energy Star Compliant	Yes = 1 No = 2 Energy Star Does not Apply = 0	Numeric	1
EPEAT Compliant	Gold = 1 Silver = 2 Bronze = 3 EPEAT Does not Apply = 0	Numeric	1