

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

**WSCA/NASPO MAILING EQUIPMENT, SUPPLIES, AND MAINTENANCE
MASTER PRICE AGREEMENT No. ADSPO11-00000411-9**

Between

Versia Storage Systems

[hereinafter "Contractor"]

and

State of Hawaii

[hereinafter "Participating State"]

State of Hawaii SPO Vendor List Contract No. 12-15

This Participating Addendum will add the State of Hawaii as a Participating State to purchase from the WSCA/NASPO Master Price Agreement, Number ADSPO11-00000411-9 with Versia Storage Systems.

1. Scope:

This addendum covers WSCA/NASPO Mailing Equipment, Supplies, and Maintenance contract lead by the State of Arizona for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions of the State of Hawaii who have prior written approval by its Chief Procurement Officer will be allowed to purchase goods/services within the scope of the WSCA/NASPO Master Price Agreement for State Agencies and political subdivisions. Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Changes:

- A. Pursuant to HRS §103D-804, nonprofit organizations, with current purchase of services contracts (HRS Chapter 103F) are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the vendor and the nonprofit.
- B. Referencing Hawaii Revised Statutes (HRS) § 103D-316, the State, at reasonable times, may inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of a contract awarded or to be awarded by the State.
- C. Usage Reporting Requirement. Contractor will provide a quarterly sales report showing the gross Hawaii sales for the quarterly period just ended to the Participating State contact person listed in Paragraph 6, below, in accordance with the following schedule:

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<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by State agency, or political subdivision. The quarterly report shall also include any adjustments from prior periods, if applicable.

- D. The laws and rules of the State of Hawaii, including the Hawaii Public Procurement Code, shall govern this contract.
- E. The Contractor agrees to comply with Section 11-355, HRS, which state that campaign contributions are prohibited from a State and government contractor during the term of the contract if the contractor is paid with funds appropriated by the Legislature.
- F. The State of Hawaii is not mandated to purchase from this contract. This contract may be secondary and non-mandatory.
- G. The State of Hawaii's purchasing card (pCard) is required to be used by the Executive departments/agencies, with the exception of the Department of Education and its Charter Schools, the Hawaii Health Systems Corporation and its Regional System Boards and Hospitals, the Office of Hawaiian Affairs, and the University of Hawaii, for orders totaling less than \$2,500. For purchases \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Contractor shall forward invoices, original and three (3) copies, directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

- H. Contractor will be required to be compliant with all laws governing entities doing business in the State, including the following chapters and pursuant to HRS §103D-310(c).

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1. Chapter 237, Tax Clearance;
2. Chapter 383, Unemployment Insurance;
3. Chapter 386, Workers' Compensation;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care; and
6. Certificate of Good Standing for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance.

The SPO will conduct periodic checks to confirm Contractor(s) maintain compliance on the HCE throughout the term of the contract, including any extensions.

- I. **Effective Date and Contract Period:** This Participating Addendum shall be effective upon the date of final execution by the State. The contract period for the State of Hawaii will be from the effective date of this participating addendum to the time period set forth in the Master Price Agreement No. ADSPO11-00000411-9.

4. **Lease Agreements:**

Leasing is not offered as part of this contract.

5. **Primary Contact:**

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

Lead State

Name: Stacy Ingalls, Senior Procurement Officer
Address: Arizona DOA-SPO,
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007
Telephone: (602) 542-9134
Fax: (602) 542-5508
E-Mail: stacy.ingalls@azdoa.gov

Participating State

Name: Wendy Orita, Purchasing Specialist
Address: State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813
Telephone: (808) 586-0563
Fax: (808) 586-0570
E-Mail: wendy.m.orita@hawaii.gov

Contractor

Name: Jennifer Lewis
Address: 5739 N. 7th Street
Phoenix, AZ 85014
Telephone: (602) 279-3993
Fax: (602) 279-3911

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E-Mail: jen@versiastorage.com

6. Subcontractors:

All Contractor's dealers and resellers authorized in the State of Hawaii, as shown on the dedicated website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Contractor's dealer's participation will be in accordance with the terms and conditions set forth in the NASPO Master Price Agreement No. ADSPO11-00000411-9.

7. Purchase Order and Payment Instructions:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: SPO Vendor List Contract No. 12-15 and the Lead State Master Price Agreement number: ADSPO11-00000411-9.

- Purchase Orders and Payments shall be made to Versia Storage Systems.

8. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Price 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 Addendum and the Master Price Agreement 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or Master 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 Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.