

**PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Copiers, Printers & Related Devices
Lead by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Xerox Corporation
Nevada Contract Number 3091
Hereinafter "Contractor"**

And

**State of Alaska
Hereinafter "Participating State"**

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1. **Scope:** This addendum covers the NASPO ValuePoint Copiers, Printers and Related devices Contract lead by the State of Nevada for use by state agencies and other entities located in the participating state authorized by the state's statutes to utilize state contracts.

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 state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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.

This permissive contract is available to all State of Alaska Executive Branch departments and governmental entities. Governmental entities include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. (Note: the State of Alaska has boroughs rather than counties.)

3. **Primary Contacts:** The primary government contract individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name: Shannon Berry
Address: 515 East Musser Street, Suite 300
Carson City, NV 89701
Telephone: (775) 684-0198
Fax: (775) 684-0188
Email: sberry@admin.nv.gov

Contractor

Name: Annie Van Gilder
Address: 6120 E Roland St
Mesa, AZ 85215
Telephone: 480-588-8313
Fax: 480-200-6162
Email: annie.vangilder@xerox.com

Participating State

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Name: Linda Polk
Address: 333 Willoughby Avenue, SOB, 7th Floor
Juneau, AK 99811
Telephone: (907) 465-8292
Fax: (907) 465-2189
Email: linda.polk@alaska.gov

4. Participating State Modifications or Additions to Master Price Agreement: All copiers, printers and related devices, sold through this contract must meet the following requirements:

- a. **Purchasing Options for Executive Branch Agencies:** Outright purchases, capital leases, and non-cancelable rentals are allowed under this contract. Capital leases will include a \$1 buyout at the end of the lease term.
- b. **Purchasing Options for Non-Executive Branch Agencies and Political Subdivisions:** Non-executive branch agencies will be allowed to negotiate any of the purchase and finance options available in the contract.
- c. **Service Zones:** The following table provides an alteration to the service zones included in the contract which will be utilized for awards in the State of Alaska:

SERVICE ZONE	DEFINITION
URBAN	All the surrounding communities, accessible by roadway, within a 60 mile radius of the closest Service Base Location.
REMOTE	All locations within Alaska that are outside the Urban zone.

- d. **Freight for Remote Installations:** In the initial remote placement of a device(s), the manufacturer will be allowed to bill the ordering agency for actual freight charges from the nearest Alaska service center or the Alaska dealer that placed the order. New orders for remote devices must be installed within 45 calendar days of order placement. Seller owns goods in transit and is responsible for filing claims, if any.
- e. **Remote Travel:** The manufacturer will be allowed to charge remote agencies for travel and per diem expenses. Those expenses are limited to established State of Alaska, or ordering agency travel per diem rates and policies in effect at the time of travel. It is the responsibility of the manufacturer to comply with the travel policies of the ordering agency when traveling to remote locations. Service technicians are required to use the least expensive means of transportation reasonably available under the circumstances when traveling in the local area where the service is to be done. For example, if renting a car costs \$100 per day and required trips in a taxi would cost \$50, the technician must use a taxi. Agencies and the manufacturer or their dealer should make every effort to work together to keep travel and per diem expenses to a minimum. Manufacture will not be allowed to charge remote agencies for travel and per diem expenses if required travel is in relation to a warranty claim.
- f. **Acceptance:** Unless an Order is precede by a trail order, the equipment will be considered accepted upon installation by Lessor, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the State for use. For equipment installed by Lessor Risk of Loss will pass to the State upon acceptance and for equipment designated for "Customer Installable", the equipment delivery date. The term for a lease order shall commence upon acceptance of the Equipment, provided however, for State's Customer

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installable equipment the term for a lease Order shall commence upon the delivery of the Equipment.

- g. **Website Requirement:** The manufacturer WSCA-NASPO website for Alaska must include at a minimum the following:
- Detailed information regarding all of the products and options available through this contract;
 - Local sales contact information;
 - Single point of contact for order and invoice issues;
 - An escalation path for unresolved issues; and
 - Instructions pertaining to remote device placements.
- h. **Website Approval Rights:** The State of Alaska contact listed above shall have rights to review and make recommendations to the manufacturer's website.
- i. **Product Changes:** Changes to products offered on the manufacturer's WSCA-NASPO website for Alaska only needs to be approved by the WSCA-NASPO Lead State. No additional state approval is required.
- j. **Usage/Spend Report:** The manufacturer must submit reports on a quarterly basis to the State of Alaska contact listed above. Reports must include the reporting listed in Attachment P of the RFP.
- k. **Administrative Fee:**

Contractor agrees to provide an Administration Fee to the State of Alaska.

- Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- Contractor must include the PA number with the check. Those checks submitted to the State without the PA number will be returned to Contractor for additional identifying information.
- Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210

- The administrative fee shall not be included as an adjustment to the Contractor's Master agreement pricing and shall not be invoice or charged to the ordering agency.
- Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

- Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

1. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA

m. Leases:

a. Any lease entered into pursuant to this Participating Addendum by the State, political subdivisions and other entities, including cooperatives authorized by the state must meet the following requirements:

1. The continuation of any lease will be subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislatures and/or Federal sources. The State may terminate any such lease and contractor waives any and all claim (s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the State or agency's funding from State and/or Federal sources is not appropriated or is withdrawn, or limited.
2. The lease shall not contain charges for early termination of the lease unless the charges constitute actual damages or agreed liquidated damages for breach of the lease. The parties agree that such termination charges will be equal to the maximum allowed in section 5.4.2.3 of RFP 3091 and in accordance with item 7b of the Alaska Lease Agreement.
3. Payments for invoices are due 45 days upon receipt of invoice. If Lessor does not receive payment within 15 days after the date it is due the State will be in default under this Agreement and Contractor may cease services and may, at their discretion, terminate the lease. Early termination charges equal to the maximum allowed in section 5.4.2.3 of RFP 3091 and in accordance with item 7b of the Alaska Lease Agreement will apply.
4. In the event that the term of lease extends beyond the term of the MA and PA, the terms and conditions of the MA and PA shall continue to apply.
5. Only the approved State of Alaska leasing document may be utilized, as set forth as exhibit AA – State of Alaska Agreement for Lease of Equipment.

n. Assignment/Transfer: The manufacturer may not subcontract or assign its interest, obligations, or payments under this contract without the express prior written consent of the State of Alaska contact listed above. If a state agency agrees to an assignment of interest, obligation or payment in error, it will be considered null and void and the contract terms and conditions will prevail.

o. Taxes: The State of Alaska is a tax exempt entity under Chapter 32, IRS Code, Registration No. 92-6001185.

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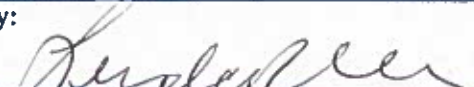

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- p. **Alaska Facsimile Standard:** The following network facsimile minimum device configuration is required for fax options on all multi-function devices in the State of Alaska:
- i. All devices must exclusively use a network protocol of TCP/IP. All other protocols must be permanently disabled.
 - ii. All devices must be capable of Ethernet 10/100 base T and use RJ45 jacks.
 - iii. All devices must be compatible with Microsoft Standard IP Port and printing protocols.
 - iv. All devices must have the following options:
 - 1. Devices must allow DHCP configuration
 - 2. TCP/IP host name
 - 3. Ability to modify the host name
 - 4. Drivers must be nt/2000/xp compatible
 - v. Super G3 (facsimile) protocol or mode is not supported. Super G3 protocol or "mode" must be permanently disabled on devices with fax capability. The state's IT managers find that fax devices using Super G3 may not work properly and are not supported.
5. **Authorized Dealers/Resellers:** Must be identified on the manufacturer's dedicated state website so that they are easily identifiable by Alaskan Agencies. Must include point of contact for each dealer/reseller listed. Purchase orders may be channeled through an authorized dealer/reseller for proper ordering, invoicing and installation.
6. **Price Agreement Number:** All purchasing documents issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the participating state contract number: **WN2015COPY0004** and the lead state Price Agreement number: **3091**.

This Participating Addendum and the Master Price 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 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 within the participating state.

7. **Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

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

Participating State: State of Alaska	Contractor: Xerox Corporation
By: 	By: 

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Name: Linda Polk	Name: David Farrell
Title: Contracting Officer III	Title: Finance Director
Date	Date 4-18-16