

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

Price Agreement Number: 3091

Xerox Corporation
(hereinafter "Contractor")

And

The State of Idaho
(hereinafter "Participating State")

1. **Scope:** This Participating Addendum (PADD) covers the Copiers, Printers & Related Devices 14-19 Master Agreement administered by the State of Nevada (Nevada Price Agreement No. 3091) for use by state agencies and other entities located in the State of Idaho (Participating or Ordering Entity) authorized by Idaho's statutes to utilize state contracts with the prior approval of the State's Chief Procurement Official.

This PADD authorizes the purchase and lease of equipment and associated software in all segments of the following categories as set forth in the Master Agreement and detailed below:

Group A – Convenience Copiers

Group B – Production Copiers

Group D – Printers

Permitted Leasing options include thirty-six (36), forty-eight (48), or sixty (60) month leases for Operational Leases only. Purchases are permitted under this PADD. Xerox remanufactured products are also acceptable, if available.

The following items are excluded from the original solicitation: managed print services, cameras, interactive white boards, micrographic equipment, and overhead projectors.

2. **Participation:** Use of NASPO ValuePoint (formerly "WSCA" or "WSCA-NASPO") cooperative contracts by agencies, political subdivisions and other entities authorized by an individual state's statutes to use state 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 (in Idaho, the Administrator of the Division of Purchasing).

This PADD is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327 (any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho). The Public Agency placing an order (Ordering Entity) will issue an individual release or Placement Form (Order) against this PADD on an as needed basis during the period noted below. .

INDIVIDUAL CUSTOMER: Each Ordering Entity that places an Order under this PADD will be treated as an Individual Customer. Except to the extent modified by this PADD, each Ordering Entity will be responsible

to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement. Each Ordering Entity will be responsible for its own charges, fees, and liabilities; and will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for its individual purchases.

3. **Term:** This PADD will be effective on the date of last signature, below, and continue through **December 31, 2019**, unless extended, renewed or terminated earlier (the Master Agreement contains a provision for an option to extend up to thirty-six (36) months after the initial term expires December 31, 2019). **Note:** The State of Idaho Master Copier Equipment Lease Agreement and each Placement Form (or order) issued prior to the termination of this PADD shall survive the termination of this PADD; and the provisions of this PADD (including all incorporated documents) will continue to be in full force and effect with regard to any leases issued against this PADD prior to its termination.

Volume Placement: For purposes of this PADD, a volume placement consists of more than (1) machine in one (1) order. The Ordering Entity and the Contractor may negotiate an additional discount for volume placement when placing an Order for machines for purchase or lease at one time. Nothing in this PADD prohibits Ordering Entities and Contractor from negotiating additional discounts, based on other factors.

4. **Leases:** Equipment leases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

Equipment leases are subject to the Terms and Conditions of the State of Idaho Master Copier Equipment Lease Agreement, attached as **Exhibit A**. To initiate a lease under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (**Exhibit B – Sample Placement Form**).

A signed Placement Form binds the Contractor and Ordering Entity under this PADD.

Lease Term: Terms for each lease shall begin on the date of physical placement of equipment on Purchasing Entity's premises. The initial lease term shall be from the date of placement for thirty-six (36), forty-eight (48) or sixty (60) months thereafter.

5. **Purchased Equipment:** Equipment purchases may be exercised by Ordering Entities, in accordance with the policies of their individual agencies.

To initiate a purchase under this PADD, Ordering Entities coordinate with Contractor's authorized resellers to complete a Placement Form (**Exhibit B – Sample Placement Form**). A signed Placement Form is sufficient to bind the Contractor and Ordering Entity under this PADD.

Taxes: Ordering Entities are public agencies and exempt from the payment of sales or property tax. Any taxes associated with the sale of Products under this Contract are tax exempt. An ST-101 will be provided to Contractor upon request.

6. **Purchases with Maintenance Agreement:**

Ordering Entities purchasing equipment, refurbished or new, under this PADD, have the option to enter into a Service Agreement with Xerox for various terms. For all Maintenance Agreements placed under this PADD, a Placement Form must be filled out detailing the Terms for each piece of Equipment. Such Placement Form incorporates the terms of the Master Price Agreement # 3091 including installation and

full connectivity as well as toner and products, if applicable. For customer-installable Equipment, the term of an Order shall commence non-later than the 5th day after delivery of the Equipment. Contractor agrees that if the Equipment does not perform to its published specification, Contractor, as the Ordering Entity's exclusive remedy, will repair or replace the Equipment at its expense under the Xerox Total Satisfaction Guarantee, which allows the Ordering Entity, at its request, to replace the equipment with an identical model or, at the option of Contractor with a machine with comparable features and capabilities, and comparable usage.

7. Participating State Modifications or Additions to Master Agreement: Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

7.1 Assignment: In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

7.2 Amendments: Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 4.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

7.3 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

7.4 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.htm. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1 st Quarter July 1 - Sept 30	October 31st
2 nd Quarter Oct 1 - Dec 31	January 31st
3 rd Quarter Jan 1 - Mar 31	April 30 th
4 th Quarter Apr 1 - Jun 30	July 31 st

E-mail your completed Quarterly Summary Usage Reports (in excel format and attached directly to the email) to purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to: State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.

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

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

<u>Participating State</u>	
Name	Arianne Quignon
Address	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone	208.332.1604
Fax	208.327.7465
E-mail	arianne.quignon@adm.idaho.gov

9. **Partner Utilization:** All Xerox dealers and resellers authorized in the State of Idaho, as shown on the State of Idaho website (http://purchasing.idaho.gov/statewide_contracts.html), are approved to provide sales and service support to participants in the NASPO Master Price Agreement. All dealer's participation must be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. In addition, Contractor has the right to assign leases to a parent, subsidiary, or third party for the purpose of securitizing or monetization of the transaction. The Contractor will remain 100% responsible for all aspects of the contract.

10. **Applicable Terms:** The Participating State is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

11. **Orders:** Any Order placed by an Ordering Entity for a Product or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. All orders placed by Ordering Entities within the state of Idaho must include the Participating State contract number as well as the Lead State Price Agreement Number: 3091. All State Agencies must use the Placement Form found at http://purchasing.idaho.gov/statewide_contracts.html and email a copy of all Placement forms to purchasing@adm.idaho.gov.

Orders can be made out to (a) Xerox Corporation or (b) Authorized Service Providers as approved by Xerox Corporation and the State. With respect to all orders accepted by an Authorized Service Provider, such Providers shall have all of the rights and obligations of "Contractor" under this Agreement, and without limiting the foregoing shall be contractually liable for the delivery, sale and leasing of the devices and the performance of services under such order.

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract resulting from RFP #3091" and "This Purchase Order shall constitute a Lease under the Terms and Conditions of the Lease Agreement", (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount (4) If Leased, type of Lease and monthly payment (5) Itemized list of accessories (6) Service Program selected and CPC rates.

The Contractor must provide timely billing and Ordering Entities will notify Contractor, in writing, of any billing concern. The Contractor will be allowed a thirty (30) calendar day cure period upon receipt of such written notification describing the item(s) and reason(s) of the billing concern to address any such billing issue. Invoices that require update due to information being received incorrectly or late from the Ordering Entities, are not considered inaccurate. Contractor agrees to work with the Ordering Entity to resolve the billing concern, and will issue an adjustment invoice, as required. Pending the resolution of the billing concern, the Ordering Entity is expected to pay all undisputed amounts, including the Monthly Minimum Charge which is not subject to dispute. All invoices must be payable to Xerox Corporation regardless of Authorized Service Provider.

12. **Training:** Training shall be onsite unless otherwise agreed upon by the Ordering Entity in writing prior to such training. The Ordering Entity may negotiate with the Contractor a reduced rate if the Purchasing Entity chooses not to include the default one (1) hour of training for each machine (for example, multiple identical units at the same location) or if online training is utilized rather than onsite.

13. **Software; Software License Agreement:** Any software loaded on equipment leased or purchased under this PADD, outside of the software needed for basic functional operation of the equipment, must be treated as separate agreements outside of this PADD. Maintenance or license update agreements for such software must also be treated as separate agreements and executed outside of this PADD.

14. **Meter Collection Methods:** As part of its Services, the Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring services. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware

upgrades.

15. **Insurance:** The Contractor will maintain the following insurance limits while performing any services under this Participating Addendum: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the State's and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance that includes the State as an additional insured for claims caused by the negligent acts or omissions of Contractor with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage and (ii) \$2,000,000 annual aggregate. Buyer will bear All-Risk Property Insurance to insure physical loss or damage, at replacement value, of all Products no matter where stored or located by Buyer or other property of Contractor's in Buyer's care, custody and control or while in transit (If applicable).

16. **Audit Rights:** The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment.

17. **Order of Precedence:** A Participating State's PADD shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Nevada NASPO ValuePoint Master Agreement. This PADD incorporates the following documents, in descending order of Precedence, as outlined below. The Contractor's attachments shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this PADD:

17.1. This PADD Document including:

17.1.1. Exhibit A - Idaho Equipment Lease Agreement

17.1.2. Exhibit B - Sample Placement Form

17.2. Nevada NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);

17.3. The Solicitation including all Addendums; and

17.4. Contract Vendor's response to the Solicitation.

18. **Entire Agreement:** This PADD 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 PADD and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this PADD or the Master Agreement 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 PADD 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.

The parties have executed this PADD as of the date of the last signature below.

Participating State: IDAHO	Contractor: Xerox Corporation
By: <i>Arianne Quignon</i>	By: <i>David Farrell</i>
Name: Arianne Quignon	Name: <i>David Farrell</i>
Title: Purchasing Officer	Title: <i>Finance Director</i>
Date: <i>6/24/2016</i>	Date: <i>6-24-16</i>

