



Master Agreement #:3091

Contractor: **XEROX CORPORATION**

Participating Entity: **STATE OF MONTANA**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers additional terms applicable to the Copiers, Printers and Related Devices, led by the State of Nevada for use by Montana State agencies and approved Montana Cooperative Purchasing Organizations.
2. State of Montana Administrative Fee: The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective April 1, 2017.
3. Required Reporting: Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

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

Contractor

Name:	Rachael Jones Turner
Address:	555 S. Aviation Blvd. El Segundo, CA 90245
Telephone:	310-258-6266
Fax:	N/A
Email:	Rachael.Jones@Xerox.com

PARTICIPATING ADDENDUM AMENDMENT





COPIERS, PRINTERS AND RELATED DEVICES

Lead by the State of Nevada

Participating Entity

Name:	Rhonda R. Grandy
Address:	125 N Roberts, Room 165 Mitchell Bldg., Helena, MT 59620
Telephone:	406-444-3320
Fax:	406-444-2529
Email:	rhgrandy@mt.gov

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

State of Montana:	Contractor: <i>Xerox Corp.</i>
Signature: 	Signature: 
Name: Cheryl Grey	Name: <i>Rachael Jones Turner</i>
Title: Administrator State Financial Services Division	Title: <i>SLED Cooperative Contract Manager</i>
Date: <i>4/26/17</i>	Date: <i>4/25/2017</i>

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]

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

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

And

State of Montana
(hereinafter "Participating State")

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Agencies within a 30 mile radius of the Capitol Complex must have prior approval from the Department of Administration, General Services Division, Print and Mail Services Bureau prior to using this contract.

1. Scope: This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the participating State of Montana authorized by the 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

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 of Montana 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:

3.1 Access and Retention of Records: Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight (8) years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

3.2 Assignment, Transfer and Subcontracting: Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

3.3 Reduction of Funding: The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be

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liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

3.4 Tax Exemption: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

3.5 Venue: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

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 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	annie.vangilder@xerox.com

Xerox Local Contract Support

Name	Nick Heaysman
Address	Xerox Corporation
Telephone	866-836-0733
E-mail	Nick.heaysman@xerox.com

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Participating Entity

Name	Rhonda R. Grandy
Address	125 N Roberts, Mitchell Bldg., Room 165 Helena, MT 59620
Telephone	406-444-3320
Fax	406-444-2529
E-mail	rhgrandy@mt.gov

6. Subcontractors: All Xerox dealers and resellers authorized in the State of Montana, 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 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: WSCA 3091_Xerox and the Lead State price agreement number: State of Nevada WSCA #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

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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: State of Montana	Contractor: Xerox Corporation
By: <i>Cheryl Grey</i>	By: <i>David Farrell</i>
Name: Cheryl Grey	Name: David Farrell
Title: SFSD Administrator	Title: Finance Director
Date: 7-7-2015	Date: 6/16/15

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	paul.stembler@wsca-naspo.org