

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 Iowa
(hereinafter "Participating State")

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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 Iowa authorized by that state's statutes to utilize Iowa 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
Group D - Printers

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 Iowa 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.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must seek approval from the state Office of the Chief Information Officer before purchasing from this contract.) Termination for Non-appropriation as provided herein will not apply to private, non-profit users of the participating addendum.

3. **Participating State Modifications or Additions to Master Agreement:**

A. The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contact below. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, product description, quantity, invoice number, unit and extended invoice prices.

B. **Administrative Fee:** Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement (includes sales by Contractor and all

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Authorized Dealers). The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:
State of Iowa – DAS/Central Procurement Enterprise
Attention: DAS – CPE COO
1305 E. Walnut St.
Des Moines, IA 50319

Schedule:

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

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.vanqilder@xerox.com

Xerox Local Contract Support

Name	
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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 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: <i>IOWA</i>	Contractor: Xerox Corporation
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Name: <i>David C Kaili</i>	Name: <i>David Farrell</i>
Title: <i>Purchasing Agent III</i>	Title: <i>Finance Director</i>
Date: <i>8/11/2015</i>	Date: <i>8-15-15</i>

[Additional signatures as required by Participating State]

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Address	
Telephone	
E-mail	

Participating Entity

Name	Dave Kaili
Address	1305 E. Walnut Hoover Bldg. 3 rd Fl. Des Moines IA 50319
Telephone	515-281-4774
Fax	515-725-0113
E-mail	Dave.Kaili@iowa.gov

6. Subcontractors:

All [contractor] dealers and resellers authorized in the State of Iowa, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The [contractors] 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: [insert appropriate number] and the Lead State price agreement number: 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