

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014 COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES MASTER PRICE AGREEMENT NUMBER B27169

Between

Lexmark International Inc.

[hereinafter "Contractor"]

and

State of South Dakota

[hereinafter "Participating State"]

State of South Dakota Contract Number 15776

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1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All purchases made from this price agreement by agencies, institutions, public universities, officers, boards or commissions of the State of South Dakota must be routed through the Office of Procurement Management or as directed by the Bureau of Administration. A purchase order issued by the Office of Procurement Management will authorize the purchase.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee.

2. Participation

Use of specific WSCA/NASPO cooperative contract 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.

3. Changes:

No Changes Are Required

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4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

Not Applicable

5. Lease Agreements: No Leasing Is Authorized Under this Addendum.

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

Lead State

Name: Bernadette Kopischke
Address: 50 Sherburne Ave., 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

Name: Mary Beth Carter
Contractor: Lexmark International, Inc.
Address: 740 West New Circle Road, Lexington, KY 40550
Telephone: 859.232.2116
Fax: 859.232.3497
E-mail: carterm@lexmark.com

Participating State

Name: Jeff T. Holden
Address: 523 E. Capitol Avenue, Pierre, SD 57501-3182
Telephone: (605) 773-4280
Fax: (605) 773-4840
E-mail: Jeff.Holden@state.sd.us

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7. Servicing Subcontractors: In addition to a direct purchasing model, Lexmark has available to it, business partners or "authorized resellers." Only those Lexmark authorized resellers on the enclosed Lexmark Authorized Reseller Listing and/or as listed on the Lexmark WSCA website are eligible to support the Master Price Agreement as approved by the Participating Entity. Lexmark Authorized Resellers will vary by State.

Orders and payments will be issued directly to the Lexmark Authorized Reseller. The following are the recommended WSCA Ordering Instructions:

Lexmark requires WSCA contract purchases to be processed through our list of authorized resellers. Participating entities may select a reseller listed for their state to fulfill their order. Lexmark will ensure each participating entity receives quality service from our partners.

Purchase Order Instructions for Lexmark Direct Orders:

Lexmark Direct Orders are to be sent to:

Lexmark International Inc.

Attn: ~~Dept. L13~~ Customer Management Center, Bldg 002

~~P.O. Box 11427~~ 740 West New Circle Road

Lexington, KY ~~40575-1427~~ 40550

All Payment are to be sent to:

Lexmark International, Inc.

P.O. Box 96612

Chicago, IL 60693-6612

Please include the following on each purchase order:

"As per WSCA Contract # B27169-15776"

Your ship-to/bill-to address, contact name and phone number

Purchase Order Instructions for Authorized Reseller Direct Orders:

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Purchasing entities should select one of the authorized resellers and address the orders to:

Lexmark
c/o (Reseller Name)
Reseller Address

Please include the following on each purchase order:

"As per WSCA Contract # B27169-15776"

Your ship-to/bill-to address, contact name and phone number

Authorized resellers will ship and invoice directly. Payments will be made in accordance with the invoice. Invoices will contain references to the appropriate purchase order(s).

On-site repair services under this Agreement are provided by IBM, BancTec, or a Lexmark authorized business partner in the State of South Dakota.

8. 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.

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: 15776; and the Master Price Agreement Number: B27169

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This Addendum and the 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 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.

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

Signatures as required by State Statutes, Rules or Policies

State of South Dakota

Lexmark International Inc.

By: 

By: 

Name: Jeff T. Holden

Name: Ronald Binkauskas

Title: Director

Title: VP & GM of North America

Date: 9/28/2009

Date: September 28, 2009