

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
XEROX CORPORATION
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

STATE OF SOUTH DAKOTA
South Dakota Contract Number: 16194
(hereinafter "Participating State")

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1. Scope: This addendum covers the WSCA Multifunction Copiers and Related Software Contract lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation: Use of specific WSCA 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.

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 or leases made from this price agreement by agencies, institutions, public universities, officers, boards or commissions of the State of South Dakota are subject to moratorium exemption approval by the Bureau of Information and Telecommunications, and must be routed through the Office of Procurement Management or as otherwise directed by the Bureau of Administration. A purchase order issued by the Office of Procurement Management will authorize the purchase or lease. Purchases or leases by state agencies will not be authorized for categories of products that are currently available on a state contract, without satisfactory justification from the requesting agency.

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.

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

Governing Law: The terms of this participating addendum shall be governed by and construed in accordance with the laws of the State of South Dakota. Venue for any action, claim, dispute or litigation pertaining to or affecting this agreement shall be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

Assignment of Anti-trust Claims: The contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota, SDCL 37-1, and amendments thereto, relating to the particular goods, services and materials purchased by the State of South Dakota in connection with this contract.

4. **Lease Agreements:** Any lease entered into by a state agency, institution, public university, officer, board or commission through this agreement shall utilize the lease agreement form attached to this participating addendum, which must be processed through the Office of Procurement Management. Political subdivisions may utilize either the State lease agreement form or the Xerox lease terms included in Master Price Agreement #1715, at their own discretion.

5. **Primary Contacts:** The primary government contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name: Lyn Callison
Address: 515 East Musser Street
Telephone: (775) 684-0198
Fax: (775) 684-0188
E-mail: lcalliso@purchasing.state.nv.us

Contractor

Name: Annie Van Gilder
Address: 6120 E. Roland St. Mesa, AZ 85215
Telephone: (480) 588-8313
Cell; (480) 200-6162
E-mail: annie.vangilder@xerox.com

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Participating State

Name: Kathy Stasch, Purchasing Specialist
Address: 523 East Capitol Ave, Pierre, SD, 57501
Telephone: 605-773-6877
Fax: 605-773-4840
E-mail: Kathy.Stasch@state.sd.us

6. **Subcontractors:** All Xerox Corporation dealers and resellers authorized in the State of South Dakota, as shown on the Dedicated Xerox (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Pricing Agreement ("Service Providers"). The Xerox dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

The Office Advantage
318 N. Main
Mitchell, SD 57301
Mark Van Den Hoek
605-996-4899
mark@officeadv.com

Valley Office Products
110 South Main Street
Milbank, SD 57252
Kevin Cantine
605-432-5536
ValleyOffice@sstel.net

The Business Connection
429 Kansas City St.
Rapid City, SD 57701
Jim Puchner
605-341-1801
jim@thebuscon.com

Xerox Corporation
Christin Grattan
506-631-5172
christin.grattan@xerox.com

7. **Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 16194 and the Lead State price agreement number: 1715.

This Participating Addendum and the Master Price Agreement number 1715 (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

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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.

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.

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

Participating State: SOUTH DAKOTA	Contractor: XEROX CORPORATION
By: 	By: 
Name: Steven L. Berg	Name: TEDD CATES for John DeKardus
Title: Director, SD Procurement Management	Title: Agent ops support mgr
Date: 8/17/2011	Date: 8/17/11

LEASE AGREEMENT DIGITAL COPIERS
XEROX CORPORATION - WSCA MASTER PRICE AGREEMENT #1715
STATE OF SOUTH DAKOTA - PARTICIPATING AGREEMENT #16194

The parties to this agreement are: _____(Lease-Holder) and the State of South Dakota, Office of Procurement Management, acting on behalf of _____, hereinafter referred to as the State. Lease-Holder leases to State, and State leases from Lease-Holder, the following item(s) in accordance with WSCA Master Price Agreement #1715 and South Dakota Participating Addendum #16194, and the following additional terms and conditions:

1. **Term:** The term of this Lease Agreement shall commence on the date of delivery of the equipment to the State in workable condition, and shall be for a period of ___ months with an option to extend for one year by mutual agreement if lease cost remains the same or less and a fiscal year-to-year option to extend after that.
2. **Payment:** The State shall pay the Lease-Holder a minimum sum of \$____. ___ per month. Said minimum monthly lease payment shall include full payment for the use of one copy machine with, _____, _____, _____ for the term outlined in paragraph one. Per copy maintenance payment to include all parts, labor and operating expenses, including normal operating supplies, except staples and paper. Monthly maintenance cost \$0.____ cents per copy, for the term outlined in paragraph one and for renewable years thereafter.
3. **Operating expenses:** The State shall pay for services required for proper operation of the equipment, as well as necessary supplies and maintenance, as provided in paragraph 2 of this agreement.
4. **Downtime and loaners:** Xerox will be keep the equipment in good working order in accordance with the specifications contained in the State's solicitation or Xerox will replace the equipment with a like model at Xerox' expense.

Per the Service Level Agreement of the WSCA Multifunction Master Contract the average state-wide fleet uptime will be 98% or better. The average on-site state-wide response time required target is 4 hours or less for urban areas and 8 hours or less for rural areas. The first time fix state-wide target is 80% of all service calls.

Should any unit fail to maintain the measured copies between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with the then current technology or the customer can elect to get a 1% credit of the previous quarter's service and supplies billings. Additionally, Xerox shall prorate any included impressions as part of a Base Monthly Service for the days the unit was unavailable for usage

If any unit is in operable for a period in excess of 72 hours, Vendor shall provide the Customer with either:

A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or

Provide the Customer with off-site manned production capabilities as available to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

5. **Insurance:** Xerox shall be responsible for all risk of loss to the equipment, except for loss, damage, theft, or disappearance of the equipment due to Customer's fault or negligence. The risk of the equipment's loss due to all other causes will remain with Xerox until the customer exercises the Equipment purchase option.
6. **Title to Equipment:** The title covering the ownership of this equipment shall remain with the Lease-Holder during the term of this agreement.
7. The model and serial number(s) of the leased equipment is:
Model: _____ **Serial Number:** _____
8. The equipment is assigned to and will be kept/maintained at:

Machine Lease Invoices shall be sent to:

Invoices for maintenance shall be sent to:

Agency Contact: _____ phone: _____

9. The State reserves the right to terminate any lease agreement in accordance with either of the following:
- A. This lease depends upon the continued availability of appropriated funds and expenditure authority from the South Dakota Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant of expenditure authority for any fiscal year, or funds become unavailable by operation of law or federal funds reductions, then and in such event, this agreement is null and void and shall expire at the end of the fiscal year for which funding and expenditure authority is available. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State. To effect this termination, the State will send Xerox written notice stating that its governing body failed to appropriate funds and that it was unable to find an assignee within its organization to continue the Agreement, and that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. The State will return the Equipment to Xerox, reasonable wear and tear excepted. The State will then be released from its obligation to make any further payments through the funded fiscal year
 - B. In the event a Lease-Holder fails to perform in accordance with the terms of Lease, and cannot furnish good and sufficient cause for his failure to perform, their lease shall be terminated and the State shall take the necessary action to recover any damage to the State from the defaulting Lease-Holder and his surety. Written notice shall be given to the Lease-Holder and his surety stating the cause for termination action and providing Lease-Holder 30 days to correct the performance failure to the contracted standard before the State terminates the Agreement. . Circumstances such as strikes or fire, over which the Lease-Holder has no control, will not be considered sufficient cause for termination.

IN WITNESS WHEREOF, the parties have duly executed this lease agreement this _____ day of _____, 2011. (date of installation)

LEASE-HOLDER:
NAME OF COMPANY: _____
SIGNATURE: _____
TYPE OR PRINT NAME: _____

STATE OF SOUTH DAKOTA
ACTING By and Through
Office of Procurement Management

BY: _____
Steven L. Berg
Director
Office of Procurement Management

Department - Agency

Authorized Signature

Lease # _____