STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
http://www.mt.gov/doa/gsd

WSCA #1715-C_XEROX
XEROX CORPORATION
Title: MULTIFUNCTION COPIERS & RELATED SOFTWARE
This is a non-exclusive contract.

CONTRACT TERM	FROM	APRIL 1, 2010	CONTRACT STATUS	NEW (xx) With option to renew for two (2) one (1) year terms.
	TO	JUNE 30, 2012		RENEW ( )
VENDOR ADDRESS	XEROX CORPORATION 6120 E ROLAND STREET MESA, AZ 85215		ORDER ADDRESS	
ATTN:	ANNIE VAN GILDER		ATTN:	
PHONE:	408-588-8313		PHONE:	
CELL:	480-200-6162		FAX:	
E-MAIL:	Annie.vangilder@xerox.com		E-MAIL:	

This contract is available for purchase, operational leases, capital leases and cancelable rentals. All leases and rentals have a non-appropriations clause to avoid fiscal commitments. Copiers are categorized into groups of the following:

Black and white only

Black, white and color

Production black and white

Production color and wide format

Pricing and authorized dealers are listed on the State of Nevada website at the following link:

http://purchasing.state.nv.us/copiers/wsca.htm

Nevada is the lead state on this contract. The master contract and service level agreements are also found on this website.

WSCA 1715-C_Xerox	Rhonda R. Grandy, CONTRACTS OFFICER	DATE:

AUTHORIZED SIGNATURE

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 Montana
(hereinafter "Participating State")

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.

3. Participating State Modifications or Additions to Master Price Agreement:
ACCESS AND RETENTION OF RECORDS: The 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). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three 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.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The 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.)

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

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REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

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. Lease Agreements: **Lease agreements approved per Master Agreement.**

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

Participating State
Name: State of Montana
Rhonda R. Grandy
Address: 125 N Roberts, Room 165 Mitchell Building
Helena, MT 59620
Telephone: 406-444-3320

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Fax: 406-444-2529
E-mail: rhgrandy@mt.gov

6. Subcontractors: **(Insert the names or how servicing subcontractors for this contract may be identified by authorized users. If NO servicing subcontractors are permitted, please indicate that is the intent.)**

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: WSCA 1715 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 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.

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Participating State:	Contractor: XEROX CORPORATION
By: Marvin Eicholtz	By: John de la Cuadra
Name: MARVIN EICHOLTZ	Name: John de la Cuadra
Title: administrator	Title: Controller, NAAO Western Region
Date: 8/27/09	Date: