

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://gsd.mt.gov/>

T.C. #: WSCA-TC-B27178

XEROX CORPORATION

WESTERN STATES CONTRACTING ALLIANCE

Title: COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES

CONTRACT TERM	FROM	September 1, 2009	CONTRACT STATUS	NEW (X)
	TO	August 31, 2012		RENEW ()
VENDOR ADDRESS	Xerox Corporation 26600 Southwest Parkway Ave. Wilsonville, OR 97070		ORDER ADDRESS	See Participating Addendum
ATTN:	Alison Petralia			
PHONE:	(503) 685-2614			
FAX:	(503) 582-6099			
E-MAIL:	Alison.petralia@xerox.com			


REMARKS:

Current pricing is available at <http://www.mmd.admin.state.mn.us/wsca/wsca.htm> Click on the "2009-2014 Contracts" link at the top of the page. Then find the manufacturer you're looking for and click on their link for pricing and other specific information.

This contract is considered to be an "Exclusive" use contract and state agencies must obtain the specified product/service from the WSCA named contract holder(s), unless an exception is granted by the State Procurement Bureau. The University System, at its discretion, has optional use of this contract.

This contract is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) shall not exceed \$300,000 each. Desktop per unit/configuration cost shall not exceed \$100,000. Printers of all types and monitors per unit/configuration costs shall not exceed \$50,000 each.

IFB/RFP No.: WSCA


Robert Oliver, Contracts Officer

DATE: September 1, 2009

AUTHORIZED SIGNATURE

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
MASTER PRICE AGREEMENT NUMBER B27178**

Between

Xerox Corporation

[hereinafter "Contractor"]

and

STATE OF MONTANA

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

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and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under this Addendum.

Technology Access for Blind or Visually Impaired: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.).

Compliance with State Plans: The Contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

4. Lease Agreements

Leasing of covered equipment is authorized under this Addendum. The purchasing entity is responsible for reviewing any lease agreement prior to entering said agreement.

5. Primary Contacts

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

Lead State

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

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1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) led by the State of Minnesota for use by the Montana University System and all registered Montana Cooperative Purchasing Organizations only. State Agencies are not authorized to purchase under this Addendum. These entities have been authorized by the State Chief Procurement Official of the state within which it is located to use the WSCA/NASPO PC Contracts 2009-2014.

2. Participation

Use of specific WSCA/NASPO 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. Changes:

Additions:

Reporting and Fees: Contractor shall provide the State of Montana monthly utilization reports for all purchasing activity during same period within this section. These reports shall be provided in the same format as submitted to WSCA/NASPO PC Contracts reporting person.

Access to Records: The Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine compliance with this Addendum.

Compliance with Laws: The Contractor shall, in performance of work under this Addendum, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform under this addendum will be made on the basis of merit and qualifications

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Contractor

Alison Petralia
26600 SW Parkway Ave, M/S 7060-633, Wilsonville, OR 97070
Telephone: (503) 685-2614
Fax: (503) 582-6099
E-mail: Alison.petralia@xerox.com

Participating State

Robert Oliver
State of Montana, State Procurement Bureau
125 N. Roberts Street, Mitchell Building, Room 165
Helena, MT 59620-0135
Phone: (406) 444-0110
Fax: (406) 444-2529
E-mail: roliver@mt.gov

6. Servicing Subcontractors:

Only those Xerox Business Partners authorized by Xerox are eligible to support the Xerox WSCA/NASPO Master Price Agreement. Xerox Business Partners are only authorized to quote to the Participating Entity the products and pricing specified by Xerox for the WSCA/NASPO Master Price Agreement.

All Participating Entity orders and payments are to be directly with Xerox and each Purchase Order at time of order placement must include the quoting Business Partner's name and address and identify the WSCA/NASPO Master Price Agreement number. Inclusion of the Business Partner on the Purchase Order will result in a fee payment to the Business Partner from Xerox. Such fee payment will not affect the pricing specified in the WSCA/NASPO Master Price Agreement. Xerox may add or delete eligible Business Partner authorizations, including withdrawal of all such authorizations, upon 30 days' written notice.

All orders are to be issued directly to: Xerox Direct
1654 Solutions Center
Chicago, IL 60677

Electronic: sales@xeroxdirect.com
Fax: 480-776-8665

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And all payments are to be issued to: Xerox Direct
1654 Solutions Center
Chicago, IL. 60677

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number WSCA-TC-B27178 and the Master Price Agreement Number: B27178.

7. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when Contractor is notified by purchasing entity that a specific purchase or purchases are being made with ARRA funds, Contractor shall comply with the reporting requirements 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). Purchasing entity is responsible for informing Contractor as soon as the purchasing entity is aware that ARRA funds are being used for a purchase or purchases. Contractor shall provide the required report to the purchasing entity with the invoice presented to the purchasing entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

This Addendum and the Master 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 Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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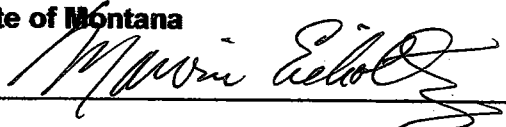
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

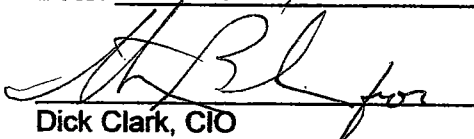
State of Montana

By: 

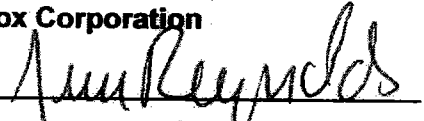
Name: Marvin Eicholtz

Title: Administrator, General Services Division

Date: 8/27/09

 for 8/26/09
Dick Clark, CIO Date
State of Montana

Xerox Corporation

By: 

Name: JIM REYNOLDS

Title: V.P. MAJOR ACCOUNTS

Date: 8/11/09

Approved as to Legal Content:

 8/20/09
Mike Manion, Chief Legal Counsel Date
Department of Administration