

PARTICIPATING ADDENDUM

PRINTER EQUIPMENT, SOFTWARE, AND RELATED SERVICES

MASTER PRICE AGREEMENT

Between

Xerox Corporation

WSCA Contract Number A74403

and

State of Hawaii

1. **Scope:** All jurisdictions of the State of Hawaii and non-profit organizations (pursuant to 103D-804 of the Hawaii Revised Statute) will be able to purchase goods and services offered under the master price agreement.
2. **Changes:**
 - This agreement shall be governed by the laws and rules of the State of Hawaii, including the Hawaii Procurement Code.
 - The **State of Hawaii's purchasing card (pCard)** shall be used for all orders totaling less than \$2500. This requirement is for all agencies of the Executive branch with the exception of the University of Hawaii, the Department of Education, and the Office of Hawaiian Affairs. For contract vendors who do not accept the pCard, agencies shall continue to issue purchase orders for their transactions with that vendor.
 - Contractor(s) shall forward invoices, original and three (3) copies, directly to the ordering agency. General excise tax may be charged on each invoice at the current and applicable rate. However, general excise tax shall not be applied to the delivery charge.
 - Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.
 - The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.
 - The Contractor agrees to comply with Section 11-205.5, Hawaii Revised Statutes, which state that campaign contributions are prohibited from a State and government contractor during the term of the contract if the contractor is paid with funds appropriated by the Legislature.

3. Primary Contact:

The primary participating entity contact, for participation by "Customers" as defined in Scope above, for this participating addendum is as follows:

Participating Entity Name:	State Procurement Office
Contact Name: Address:	Donn Tsuruda-Kashiwabara 1151 Punchbowl Street, Room 416 Honolulu, HI 96813 (808) 586-0565
Telephone:	(808) 586-0570
Fax:	
E-Mail:	donna.tsuruda-kashiwabara@hawaii.gov

The primary contractor contact for this participating addendum is as follows:

Contractor: Contact Name: Address:	Xerox Corporation Jim Reynolds 2660 SW Parkway, Wilsonville, OR 07070
Telephone: Fax:	503.685.2540
E-mail:	james.j.reynolds@xerox.com

4. Servicing Subcontractors:

Only the Xerox dealers and resellers approved by the State and listed on Xerox's approved WSCA website, if any, are authorized to provide service support to Hawaii Customers under this Contract. If no dealer or reseller is listed, Customer must contact Xerox Direct for service support.

5. Orders and Payments:

All orders should be to the following address:

Xerox Direct
910 West Carver
Tempe, AZ 85284

All payments should be to the following address:

Xerox Direct
1654 Solution Center
Chicago, IL 60677-1006

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

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

Government Entity: STATE OF HAWAII

Contractor: XEROX CORPORATION

Signature: Aaron S. Fujioka

Signature: James J Reynolds

Name: AARON S. FUJIOKA

Name: James J Reynolds

Title: Administrator, SPO

Title: VP Major Account Operations

Date: 10/26/07

Date: 10-19-2007

Contractor's Authorized State Of Hawaii Representative

Bill Easton
Name of Company: Xerox Direct
Address: 910 W Carver Rd
Contact Person: Tempe Az 87284
Phone: 480-446-1470
Facsimile No: 480-776-8665
e-mail: beaston@xeroxdirect.com