

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT
Between
Xerox Corporation
WSCA Contract Number A74403
and

STATE OF NEVADA

1. **Scope**

This Participating Addendum adds the State of Nevada as a Participating State to purchase from WSCA Master Agreement A74403 with Xerox Corporation. All governmental entities within the State of Nevada including all State Agencies, the University and Community College System, the Court System, Legislative Counsel Bureau, Cities, Counties, Public Schools and political subdivisions are authorized to purchase Xerox Corporation approved products for:

- High Speed laser;
- Medium speed laser;
- Desktop laser;
- Portable (laptop) ink;
- Multi-functional desktop laser;
- Multi-functional medium speed laser;
- Multi-functional high speed laser printers

This Participating Addendum is NOT intended to be used for the purchase of any products other than listed above. Individual units/configurations not to exceed \$50,000 each.

Political Subdivision Participation: Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based on the same terms, conditions and prices.

Purchase Orders: There shall be no minimum order requirements or charges to process an individual purchase order. The Contract vendor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. Orders for Nevada State Agencies, over \$1,000.00 will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with delivery guarantee and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by Nevada State Purchasing. Orders under \$1,000.00 may be placed direct by a using entity to the contract vendor.

2. **Changes:**

The following provision is applicable to this Participating Addendum only and is in addition to the provisions contained in the Master Price Agreement.

Nevada Quarterly Reporting

Xerox Corporation will provide a quarterly sales report showing the gross Nevada sales for the quarterly

period just ended to the Primary Contact (Paragraph 3, below) in accordance with the following schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by Purchasing Entity name by State agency or political subdivision. The quarterly report will also include any adjustments from prior periods, if applicable.

3. Primary Contact:

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

Name	Marti Marsh, Purchasing Officer
Participating Entity Name	Nevada State Purchasing Division
Address	515 E. Musser St., Suite 300, Carson City, NV 89701
Telephone:	(775) 684-0180
Fax:	(775) 684-0188
E-mail:	mmarsh@purchasing.state.nv.us

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

Contractor:	Xerox Corporation
Contact Name:	Alison Petralia
Address:	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

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 Nevada 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 sent to the following address:

Xerox Direct
910 West Carver
Tempe, AZ 85284

All payments should be made to the following address:

Xerox Direct
1654 Solution Center
Chicago, IL 60677-1006

The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

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.

Government Entity:

By: Marti Marsh

Name: Marti Marsh

Title: Purchasing Officer

Date: June 11, 2008

Contractor:

By: Alison Petralia

Name: Alison Petralia

Title: Contracts Manager

Date: 6/12/08