STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT

CONTRACT NUMBER: AR921

Contract last updated on 10/5/2015

Revision number: STATE OF UTAH PURCHASING AGENT: BRENDA VELEVERE bveldevere@utah.gov or (801) 538-3142

ITEM: GROUP A – CONVENIENCE COPIERS (includes B&W and Color/B&W)

GROUP B – PRODUCTION COPIERS (includes B&W and Color/B&W)

GROUP D – PRINTERS (includes B&W and Color/B&W)

RELATED SOFTWARE, CONSUMABLE SUPPLIES AND MAINTENANCE

FOR SALES AND SERVICE, PLEASE CONTACT YOUR LOCAL DEALER. A LIST OF AUTHORIZED DEALERS IS ATTACHED.

ALL ORDERS ARE ISSUED TO THE DEALER AND INVOICED BY XEROX.

VENDOR: 08670B – A XEROX CORPORATION
675 EAST 500 SOUTH, SUITE 200
SALT LAKE CITY UT 84102

INTERNET ADDRESS: www.xerox.com

GENERAL CONTACT: Annie Van Gilder
TELEPHONE: (480) 985-8838
FAX NUMBER: (801) 535.8516
EMAIL ADDRESS: annie.vangilder@xerox.com

USAGE REPORT CONTACT: Same as General Contact

REPORTING TYPE: LINE ITEM
BRAND/TRADE NAME: XEROX
PRICE: SEE ATTACHED
TERMS: NET 30

EFFECTIVE DATES: 07/01/2015 THROUGH 12/31/2019

DAYS REQUIRED FOR DELIVERY: ASK DEALER
ORIGINATING SOLICITATION: RFP #3091 WSCA MULTIFUNCTION COPIERS AND RELATED SOFTWARE

BRAND NEW CONTRACT AWARDED TO THE SAME VENDOR.

STATE AGENCIES - TO USE THIS CONTRACT PRE-AUTHORIZATION IS REQUIRED.
POLITICAL SUBDIVISIONS, HIGHER ED, PUBLIC ED – NO PRE-AUTHORIZATION IS REQUIRED.
STATE AGENCIES - TO USE THIS CONTRACT PRE-AUTHORIZATION IS REQUIRED.

1. All State Agencies are required to compare a minimum of three brands of digital copiers on contract and then make their purchasing determination based on a best value analysis taking in consideration their individual needs including, but not limited to, price, customer service, maintenance, delivery, etc.

2. State Agencies must then complete the 63A-2-105 Copier Request Form and submit to Brian Jensen (with comparison documentation) for approval prior to ordering any copier from the contractor. Please fax your copier request form to Brian Jensen at (801) 323-4310 or email to brianjensen@utah.gov. A copy of the copier request form is located at the end of this contract summary document.

For State of Utah Dedicated Xerox Website, Please go to:
www.portal.xerox.com/NASPO-Utah

If clicking the link above doesn’t work, copy and paste the address into your browser.

LEASING:
Political Subdivisions, Higher Ed, Public Ed, within the State of Utah are eligible to lease equipment pursuant to NASPOValuePoint Contract. Please work with your own purchasing dept. to determine if leasing is an option. If you do lease, only the lease agreement attached has been negotiated.

State of Utah Agencies are not allowed to lease equipment. Agencies must purchase outright or use State Purchasing’s Digital Copier Services Program.

State Purchasing’s Digital Copier Services Program – is a unique service program designed for self service or walk up copying. It is designed for agencies that want to create a “hassle free” self service copying environment in their office. Included with the service is a copier that meets the agencies long term requirements and specifications, as well as, full service maintenance through the manufacturer or its local representative. All copier consumables (paper, toner, developer, etc.) can be ordered directly through the Digital Copier Services program. The cost of the service is based on the copier selected and the number of copies produced each month. Presently, over 1,000 copiers are in use throughout the state through this service. The principle
advantages of the program are: all costs are:

All costs are paid from the operating budget.
Reduced copying costs.
A reliable copier to meet present and future needs.
Excellent service.
Scheduled copier replacement.
Improved staff morale.
No more paper work for establishing maintenance contracts.

OBTAINING THE SERVICE
Shortly after contact by the requesting agency, a representative from the Digital Copier Services program can arrange for trials, or demonstrations, of copiers that most closely meet the agency’s needs in terms of features, controls and functions. The trial can be conducted in the copier representative’s sales office and/or on site for several days.
If the proposed service is acceptable, the Digital Copier Services program will purchase and install the equipment, provide the required supplies and train the staff. A representative of the program will provide continued support when delivering supplies and obtaining monthly meter readings.

COST OF THE SERVICE
Agencies are billed on a monthly basis through an interdepartmental transfer. The formula utilized for billing is as follows:

\[ \text{Copier Depreciation} + \text{Maintenance} + \text{Supply Expenses} \]
\[ \text{Number of Copies} \]

An administrative fee of $0.004 per copy is added and the result is the cost per copy for the month. The agency is billed only for the copies that are made, there are no prepaid costs. The printer depreciation expense is based on the anticipated life of the copier (typically 4 years) and is computed as a straight line monthly expense. For example, if the copier costs $9,000 and the economic life of the copier is four years, the monthly depreciation expense would be $187.50.
The maintenance expense is the actual charge from the provider for their service based on monthly usage.
The supply expense is based on the actual cost of supplies used.
The administrative fee is fixed and will not be increased during the life of the printer/copier.

To use the Digital Copier Service Program contact Connie Houskeeper at 801-323-4326 or chouskeeper@utah.gov.
STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT
CONTRACT NUMBER: AR921

Contract last updated on 10/5/2015

FINET COMMODITY CODES:

60046 – COPY MACHINES, DIGITAL (INCLUDING PARTS & CONSUMABLE SUPPLIES)
93927 – COPIER MAINTENANCE AND REPAIR

THIS CONTRACT COVERS ONLY THOSE ITEMS LISTED IN THE PRICE SCHEDULE. IT IS THE RESPONSIBILITY OF THE AGENCY TO ENSURE THAT OTHER ITEMS PURCHASED ARE INVOICED SEPARATELY. STATE AGENCIES WILL PLACE ORDERS DIRECTLY WITH THE VENDOR (CREATING A PG IN FINET) AND MAKE PAYMENTS FOR THE SAME ON A PV REFERENCING THE ORIGINAL PG. AGENCIES WILL RETURN TO THE VENDOR ANY INVOICE WHICH REFLECTS INCORRECT PRICING.

CONTRACT REVISION HISTORY:
**STATE OF UTAH "BEST VALUE" COOPERATIVE CONTRACT**

**CONTRACT NUMBER: AR921**

Contract last updated on 10/5/2015

<table>
<thead>
<tr>
<th>XEROX AUTHORIZED DEALERS</th>
<th>The Competitive Edge Office Systems</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>XEROX Corporation</strong></td>
<td><strong>307 West 200 South, Suite 1003</strong></td>
</tr>
<tr>
<td>675 East 500 South, Suite 200</td>
<td><strong>Salt Lake City</strong>, Utah 84101</td>
</tr>
<tr>
<td><strong>Salt Lake City</strong>, Utah 84102</td>
<td>Dan Johnson</td>
</tr>
<tr>
<td>Steve Mills</td>
<td>385-259-0917</td>
</tr>
<tr>
<td>801-866-5499</td>
<td><a href="mailto:dani@xcomedge.com">dani@xcomedge.com</a></td>
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<td></td>
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<tr>
<td>Greg McDonough</td>
<td></td>
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<tr>
<td>801-535-8583</td>
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<tr>
<td><a href="mailto:Greg.mcdonough@xerox.com">Greg.mcdonough@xerox.com</a></td>
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<td></td>
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</tr>
<tr>
<td><strong>Utah Document Solutions, Inc</strong></td>
<td><strong>Wasatch Document Solutions, Inc. Ogden</strong></td>
</tr>
<tr>
<td>76 South 360 East</td>
<td><strong>525 West 465 North, Ste. 110</strong></td>
</tr>
<tr>
<td><strong>American Fork</strong>, Utah 84003</td>
<td><strong>Providence</strong>, Utah 84332</td>
</tr>
<tr>
<td>George Gastelo</td>
<td>Casey Beck</td>
</tr>
<tr>
<td>801-216-4816</td>
<td>435-787-2101</td>
</tr>
<tr>
<td><a href="mailto:George@xuds.net">George@xuds.net</a></td>
<td><a href="mailto:casey@wasatchds.com">casey@wasatchds.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td><strong>Western Business Systems</strong></td>
<td><strong>Copiers Plus</strong></td>
</tr>
<tr>
<td>31 North 100 West</td>
<td><strong>720 South River Road, Ste. C125</strong></td>
</tr>
<tr>
<td><strong>Vernal</strong>, Utah 84078</td>
<td><strong>St. George</strong>, Utah 84790</td>
</tr>
<tr>
<td>Dean Baker</td>
<td>Colette Cox</td>
</tr>
<tr>
<td>435-781-0901</td>
<td>435-652-8404</td>
</tr>
<tr>
<td><a href="mailto:Dean.baker@xeroxsalesagent.com">Dean.baker@xeroxsalesagent.com</a></td>
<td><a href="mailto:cco@netutah.com">cco@netutah.com</a></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Copiers Plus</strong></td>
<td><strong>Rocky Mountain Competitive Solutions LLC</strong></td>
</tr>
<tr>
<td>415 North Main Street, Ste. 202</td>
<td><strong>2413 Grant Ave</strong></td>
</tr>
<tr>
<td><strong>Cedar City</strong>, Utah 84720</td>
<td><strong>Ogden</strong> UT 84404</td>
</tr>
<tr>
<td>Colette Cox</td>
<td>Andy Coon</td>
</tr>
<tr>
<td>435-586-5335</td>
<td>385-282-6380</td>
</tr>
<tr>
<td><a href="mailto:cco@netutah.com">cco@netutah.com</a></td>
<td><a href="mailto:Andy.coon@rockymountaincompetitivesolutions.com">Andy.coon@rockymountaincompetitivesolutions.com</a></td>
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**XEROX BILLING ISSUES 800-435-6333**
1. **Scope:** This addendum covers the Copiers, Printers & Related Devices 14-19 lead by the State of Nevada for use by state agencies and other entities located in the Participating State/Entity authorized by that state’s statutes to utilize state/entity contracts with the prior approval of the state’s chief procurement official.

Contractor ("Xerox Corporation") has been awarded devices and services in the following categories:

- Group A – Convenience Copiers
- Group B – Production Copiers
- Group D - Printers

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use state/entity contracts are subject to the prior 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 Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

**STATE OF UTAH STANDARD PARTICIPATING ADDENDUM TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY**

1. **DEFINITIONS:**

   a. "Access to Secure Public Facilities, Data, and Technology" means Contractor will (A) enter upon secure premises controlled, held, leased, or occupied by the State of Utah or an Eligible User; (B) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by the State of Utah or an Eligible User, or (C) have access to or receive any Public Data or Confidential Information during the course of performing this Contract.

   b. "Authorized Persons" means the Contractor’s employees, officers, partners, Subcontractors or other agents of Contractor who need to access Public Data to enable the Contractor to perform its responsibilities under this Contract.

   c. "Confidential Information" means information that is deemed as confidential under applicable record laws. The State of Utah and the Eligible Users reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws by Contractor.

   d. "Contract" means this Participating Addendum and the WSCA-NASPO Master Agreement.
PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Xerox Corporation
Nevada RFP 3091
(hereinafter "Contractor")

And

State of Utah Contract Number AR921
(hereinafter "Participating State")

e. "Contractor" means the individual or entity delivering the Goods, Custom Deliverables, or performing the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, partners, and/or any other person or entity for which Contractor may be liable under federal, state, or local laws.

f. "Data Breach" means the unauthorized access by a non-authorized person(s) which results in unauthorized acquisition of Public Data and compromises the security, confidentiality, or integrity of Public Data. It is within an Eligible User's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.

g. "Division" means the State of Utah Division of Purchasing.

h. "DTS" means the Department of Technology Services.

i. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts will be allowed to use this Contract.

j. "Federal Criminal Background Check" means an in depth background check conducted and processed by the FBI that covers all states. Federal Criminal Background Check reports will show if applicant has had any criminal cases filed against them that violated federal criminal law.

k. "Good" means any deliverable not classified as a Custom Deliverable or Service that Contractor is required to deliver to the Eligible Users under this Contract.

l. "Non-Public Data" means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State of Utah and the federal government because it contains information that is exempt by state, federal and local statutes, ordinances, or administrative rules from access by the general public as public information.

m. "Personal Data" means data that includes information relating to a person that identifies the person by a person’s first name or first initial and last name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport), financial account information; including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

n. "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended. 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

o. "Security Incident" means the potentially unauthorized access by non-authorized persons to Public Data that Contractor believes could reasonably result in the use, disclosure or theft of Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach. It is within an Eligible User's sole discretion to determine whether the unauthorized access is a Security Incident or a Data Breach.

p. "Services" means the furnishing of labor, time, or effort by Contractor as set forth in this Contract, including but not limited to installation, configuration, implementation, technical support, warranty maintenance, and other support services.

q. "Public Data" means all Confidential Information, Non-Public Data, Personal Data, and Protected Health Information that is created or in any way originating with the State of Utah or an Eligible User whether such data or output is stored on the State of Utah’s or an Eligible User’s hardware, Contractor's hardware, or exists in any system owned, maintained or otherwise controlled by the State of Utah, an Eligible User, or by
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(hereinafter “Contractor”)

And

State of Utah Contract Number AR821
(hereinafter “Participating State”)

2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. NO WAIVER OF SOVEREIGN IMMUNITY: In no event shall this Contract be considered a waiver by the Division, an Eligible User, or the State of Utah of any form of defense or immunity, whether sovereign immunity, governmental immunity, or any other immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

5. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, or as provided by the State of Utah laws and regulations. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and the Division access to all such records.

6. CERTIFY REGISTRATION AND USE OF EMPLOYMENT “STATUS VERIFICATION SYSTEM”: This Status Verification System, also referred to as “E-verify”, requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

   (1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor’s new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.

   (2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified
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through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 53G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

(3) Contractor’s failure to comply with this section will be considered a material breach of this Contract.

(4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

7. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made to the Division.

8. CONFLICT OF INTEREST WITH STATE EMPLOYEES: Contractor agrees to comply and cooperate in good faith will all conflict of interest and ethic laws.

9. INDEPENDENT CONTRACTOR: Contractor’s legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the Division, the Eligible Users, or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

10. CONTRACTOR ACCESS TO SECURE Public FACILITIES, PUBLIC DATA, AND TECHNOLOGY: An employee of Contractor or a Subcontractor may be required to complete a Federal Criminal Background Check, if said employee of Contractor or a Subcontractor will have Access to Secure Public Facilities, Public Data, and Technology. Contractor shall provide the Eligible User with sufficient personal information (at Contractor’s own expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at the Eligible User’s expense. The Eligible User will also provide Contractor with a Disclosure Form and Confidentiality Agreement which must be filled out by Contractor and returned to the Eligible User. Additionally, each employee of Contractor or a Subcontractor, who will have Access to Secure Public Facilities, Public Data, and Technology, will be scheduled by the Eligible User to be fingerprinted, at a minimum of one week prior to having such access. At the time of fingerprinting, said employee of Contractor or a Subcontractor will disclose, in full, any past record of felony or misdemeanor convictions. The Eligible User is authorized to conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided. The Eligible User may use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) every two years and reserves the right to revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor agrees to notify the Eligible User if an arrest or conviction of any employee of Contractor or a Subcontractor that has Access to Secure Public Facilities, Public Data and Technology occurs during this Contract. Contractor, in executing any duty or exercising any right under this Contract, shall not cause
11. DRUG-FREE WORKPLACE: Contractor agrees to abide by the Eligible User’s drug-free workplace policies while on the Eligible User’s or the State of Utah’s premises.

12. CODE OF CONDUCT: If Contractor is working at facilities controlled or owned by the State of Utah, Contractor agrees to follow and enforce the applicable code of conduct. Contractor will assure that each employee or each employee of Subcontractor(s) under Contractor’s supervision receives a copy of such code of conduct.

13. INDEMNITY Clause: Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible User, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every nature and description arising out of Contractor’s performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, the Eligible User, or the State of Utah. The parties agree that if there are any limitations of the Contractor’s liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

14. EMPLOYMENT PRACTICES: Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 41 CFR 60 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2008, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any Contractor’s employees.

15. SEVERABILITY: A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

16. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.

17. DEBARMENT: Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract, by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

18. TERMINATION: Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given twenty working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) calendar days prior written notice being given the other party. The parties
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And

State of Utah Contract Number AR921
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may also agree to terminate this Contract prior to the expiration of this Contract by written agreement. Termination of lease agreements without cause or under the conditions of Section 20 of this Participating Addendum will be subject to termination charges as specified in Attachment BB to the Master Agreement.

If Services apply to this Contract, then Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. See also section 10(d) of the WSCA-NASPO Master Agreement.

19. SUSPENSION OF WORK: Should circumstances arise which would cause the Division to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor’s responsibilities may be reinstated upon advance formal written notice from the Division.

20. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division or an Eligible User; if it is reasonably determined that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the Eligible User will reimburse Contractor for the Goods or Services properly ordered until the effective date of said notice. The Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

21. SALES TAX EXEMPTION: The Goods, Custom Deliverables, or Services being purchased by the Eligible Users under this Contract are being paid from the Eligible User's funds and used in the exercise of the Eligible User's essential function as an Eligible User. The Eligible User will provide Contractor with a copy of its sales tax exemption number upon request. It is the Contractor's responsibility to request the sales tax exemption number from the Eligible User.

22. TITLE AND OWNERSHIP WARRANTY: If an Eligible User has purchased equipment, for example by exercising the applicable purchase option as part of a lease, title to the equipment will pass to the Eligible User and will be free and clear of all liens, claims and encumbrances of persons and entities claiming by, under or through Contractor.

23. HARDWARE WARRANTY: Contractor agrees to warrant and assume responsibility for all hardware portions of any Good or Custom Deliverable that it licenses, contracts, or sells under this Contract. In general, the Contractor warrants that the hardware: (a) will perform as specified; (b) will live up to all specific claims; (c) will be suitable for the ordinary purposes for which the hardware is used; (d) the hardware has been properly designed and manufactured; and (e) is free of significant defects or unusual problems.

24. SOFTWARE WARRANTY: Contractor warrants that for a period of ninety (90) days from the date of Acceptance that the software portions of the Goods, that Contractor licenses, contracts, or sells to the Eligible Users under this Contract, will: (a) perform in accordance with the specific claims; (b) be suitable for the ordinary purposes for which such Goods are used; (c) have been properly designed and manufactured; and (d) be free of significant defects or unusual problems. Contractor agrees to provide the Eligible Users with bug fixes, including informing the Eligible Users of any known software bugs or software defects that may affect the Eligible User's use of the software during the Contract.

25. WARRANTY REMEDIES: Upon breach of the hardware or software warranty, Contractor will repair or replace (at no charge to the Eligible Users) the Goods whose nonconformance is discovered and made known to Contractor.
26. UPDATES AND UPGRADES: Contractor grants to the Eligible Users a non-exclusive, non-transferable license to use updates provided by Contractor during the term of this Contract. Such updates are subject to the terms of this Contract. The Eligible Users shall download, distribute, and install all updates as released by Contractor during this Contract.

27. BUG FIXING AND REMOTE DIAGNOSTICS: Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With an Eligible User’s prior written authorization, Contractor may perform remote diagnostics to work on reported problems, subject to Contractor’s obligation of this Contract.

28. TECHNICAL SUPPORT AND MAINTENANCE: If technical support and maintenance is a part of the Goods that Contractor provides under this Contract, Contractor will use commercially reasonable efforts to respond, in a reasonable time, when technical support or maintenance requests regarding the Goods are made to Contractor.

29. SECURE PROTECTION AND HANDLING OF PUBLIC DATA: If Contractor is given Public Data as part of this Contract, the protection of Public Data shall be an integral part of the business activities of Contractor to ensure that there is no inappropriate or unauthorized use of Public Data. To the extent that Contractor is given Public Data, Contractor shall safeguard the confidentiality, integrity and availability of the Public Data and comply with the following conditions:

1. Network Security: Contractor agrees at all times to maintain network security that at a minimum - includes network firewall provisioning, intrusion detection, and regular third party penetration testing. Contractor also agrees to maintain network security that conforms to one of the following:

   (1) Those standards the State of Utah applies to its own network, found outlined in DTS Policy 5000-0002 Enterprise Information Security Policy (copy available upon request);

   (2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf; or

   (3) Any generally recognized comparable standard that Contractor then applies to its own network and approved by DTS in writing.

2. Public Data Security: Contractor agrees to protect and maintain the security of Public Data with protection that is at least as good as or better than that maintained by the State of Utah. These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification).

3. Public Data Transmission: Contractor agrees that any and all transmission or exchange of system application data with the Eligible Users and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).

4. Public Data Storage: Contractor agrees that all Public Data will be stored and maintained in data centers in the United States. Contractor agrees that no Public Data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, except for devices that are used and kept only at Contractor’s United States data centers, unless such medium is part of the Contractor’s designated backup and recovery process. Contractor shall permit its employees and Subcontractors to access non-Public Data remotely only as required to provide technical support. Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

5. Public Data Encryption: Contractor agrees to store all data provided to Contractor, including State, as part of its designated backup and recovery process in encrypted form, using no less than 128 bit key.
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6. Password Protection: Contractor agrees that any portable or laptop computer that has access to the Eligible Users or State of Utah networks, or stores any Public Data is equipped with strong and secure password protection.

7. Public Data Re-Use: Contractor agrees that any and all data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. Contractor further agrees that no Public Data of any kind shall be transmitted, exchanged, or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Eligible Users.

8. Public Data Destruction: The Contractor agrees that upon expiration or termination of this Contract it shall erase, destroy, and render unreadable all Public Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. It is understood by the parties that the Eligible User’s written directive may request that certain data be preserved in accordance with applicable law.

9. Services Shall Be Performed Within United States: Contractor agrees that all of the Services related to Public Data that it provides to the Eligible Users will be performed by Contractor and Subcontractor(s) within the borders and jurisdiction of the United States.

30. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall immediately inform an Eligible User of any Security Incident or Data Breach.

1. Incident Response: Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor’s communication and mitigation processes, defined by law or contained in this Contract.

2. Security Incident Reporting Requirements: Contractor shall report a Security Incident to the Eligible User immediately if Contractor reasonably believes there has been a Security Incident.

3. Breach Reporting Requirements: If Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Public Data that is subject to applicable data breach notification law, Contractor shall: (a) promptly notify the Eligible User within 24 hours or sooner, unless shorter time is required by applicable law; (b) take commercially reasonable measures to address the Data Breach in a timely manner; and (c) be responsible for its Data Breach responsibilities, as provided in the next Section.

31. DATA BREACH RESPONSIBILITIES: This Section only applies when a Data Breach occurs. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification in accordance with DTS Policy 5000-0002 Enterprise Information Security Policy (copy available upon request). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach; and (d) in accordance with applicable laws indemnify, hold harmless, and defend DTS and the State of Utah against any claims, damages, or other harm related to such Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor shall be responsible for all notification and remedial costs and damages.
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32. CHANGE MANAGEMENT: Intentionally Deleted.

33. PUBLIC INFORMATION: Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution in accordance with the State of Utah’s Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal in accordance with GRAMA. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. The Division, the Eligible Users, or the State of Utah will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

34. DELIVERY: Unless otherwise specified in this Contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User unless otherwise specified in this Contract. Invoices listing freight charges that were not identified in the quote prior to shipment, unless otherwise specified in this Contract, will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until acceptance when responsibility will pass to the Eligible Users except as to latent defects, fraud, and Contractor’s warranty obligations. For purposes of this Contract, unless an order is preceded by a trial order, the Equipment will be considered accepted upon installation by Contractor, after the Equipment successfully runs all required diagnostic routines, and the Equipment is turned over to the Eligible User for use. For Equipment installed by Contractor, Risk of Loss will pass to the Eligible User upon acceptance and for Equipment designated as “Customer Installable”, the equipment delivery date.

35. ELECTRONIC DELIVERY: Contractor may electronically deliver any Good to Eligible Users or provide any Good for download from the Internet, if approved in writing by the Eligible Users. Contractor should take all reasonable and necessary steps to ensure that the confidentiality of those electronic deliveries is preserved in the electronic delivery process.

36. ACCEPTANCE PERIOD: See section 28 of the WSCA-NASPO Master Agreement Terms and Conditions.

37. ORDERING AND INVOICING: All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible Users will be those prices listed in this Contract. The Eligible Users have the right to adjust or return any invoice reflecting incorrect pricing.

38. PROMPT PAYMENT DISCOUNT: Contractor may quote a prompt payment discount based upon early payment. Contractor shall list payment discount terms on invoices. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received.

39. PAYMENT:

1. Payments will be made within thirty (30) days from date of invoice. After six (60) days from the due date, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Section 15.6-3, as amended. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. If an Eligible User disputes any amount included in an invoice, then (i) Eligible User must notify Contractor of the dispute in writing, (ii) such notice will include a description of the items Eligible User is disputing and the reason such
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item is being disputed, and (iii) Eligible User and Contractor will promptly undertake good faith efforts to resolve such dispute. Pending resolution of such disputed amount Eligible User will pay any and all undisputed amounts in accordance with the payment terms above, including the Minimum Payment set forth in a lease, which will not be subject to dispute at any time.

2. Unless otherwise stated in this Contract, all payments to Contractor will be remitted by mail, or by electronic funds transfer. The Division will not allow Contractor to charge electronic payment fees of any kind.

3. Contractor agrees that if during, or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible Users to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible Users any such overpayments.

40. INDEMNIFICATION — INTELLECTUAL PROPERTY: Contractor warrants that any Good, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not, to Contractor’s knowledge, infringe any third party copyrights, patents, trade secrets, and/or other proprietary rights that exist on the effective date of this Contract and/or that arise or are enforceable under the law of the United States of America. See also section 14(b) of the WSCA-NASPO Master Agreement Terms and Conditions.

41. OWNERSHIP IN INTELLECTUAL PROPERTY: The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agrees that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

42. OWNERSHIP IN CUSTOM DELIVERABLES: INTENTIONALLY DELETED

43. OWNERSHIP, PROTECTION AND USE OF RECORDS: Except for confidential medical records held by direct care providers, the Eligible Users shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached in performance of this Contract without the express written consent of the Eligible User. Contractor agrees to maintain the confidentiality of records it holds for the Eligible Users as required by applicable federal, state, or local laws.

44. PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, STATE, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor agrees to hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract.

45. PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:

All documents and data pertaining to work required by this Contract will be the property of the Eligible Users, and must be delivered to the Eligible Users within thirty (30) working days after termination or expiration of this Contract, regardless of the reason for contract termination, and without restriction or limitation to their future use. The costs for returning documents and data to the Eligible Users are included in this Contract.

46. CONFIDENTIALITY: Confidential Information may be disclosed to the Contractor under the terms of this Contract. If Confidential Information is disclosed to Contractor then Contractor agrees to adhere to the following:

Contractor will: (a) limit disclosure of any Confidential Information to Authorized Persons who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to
which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the Confidential Information and of the obligations set forth in this Contract and require such Authorized Persons to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information, and (d) not disclose any Confidential Information received by it to any third parties, except as otherwise agreed to in writing by the Eligible Users. Contractor will promptly notify the Eligible Users of any misuse or misappropriation of Confidential Information that comes to Contractor's attention.

Contractor shall be responsible for any breach of this duty of confidentiality contract by any of their officers, agents, subcontractors at any tier, and any of their respective representatives, including any required remedies and/or notifications under applicable law (Utah Code Section 13-44-101 thru 301 et al). Contractor shall indemnify, hold harmless, and defend the Division, the Eligible Users, and State of Utah from claims related to a breach of these confidentiality requirements by Contractor or anyone for whom the Contractor is liable. This duty of confidentiality shall be ongoing and survive the term of this Contract.

47. ASSIGNMENT: See section 5 of the WSCA-NASPO Master Agreement Terms and Conditions.

48. DEFAULT AND REMEDIES: See section 10 of the WSCA-NASPO Master Agreement Terms and Conditions

49. TERMINATION UPON DEFAULT: INTENTIONALLY DELETED

50. FORCE MAJEURE: See section 13 of the WSCA-NASPO Master Agreement Terms and Conditions

51. PROCUREMENT ETHICS: Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

52. WORKERS’ COMPENSATION: Contractor shall maintain during the term of this Contract, workers’ compensation insurance for all its employees as well as any subcontractor employees related to this Contract. Worker’s compensation insurance shall cover full liability under the worker’s compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor and/or Subcontractors must submit proof of certificate of insurance that meets the above requirements.

53. LIABILITY INSURANCE: Contractor agrees to provide and to maintain during the performance of this Contract, at its sole expense, a policy of general liability insurance. The limits of the policy shall be no less than $1,000,000.00 for each occurrence and $3,000,000.00 aggregate. It shall be the responsibility of Contractor to require any of their Subcontractor(s) to secure the same insurance coverage as prescribed herein for the Contractor.

Contractor must provide proof of insurance to the Division and must add the State of Utah as an additional insured with notice of cancellation. Contractor acknowledges that within thirty (30) days of contract award, Contractor and/or Contractor’s Subcontractors must submit proof of certificate of insurance that meets the above requirements. Failure to provide proof of insurance, as required, could result in this Contract being terminated for cause.

54. CONFLICT OF TERMS: See section 1 of the WSCA-NASPO Master Agreement Terms and Conditions.
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55. ENTIRE AGREEMENT: The entire agreement between the parties includes the documents listed in section 1 of the WSCA-NASPO Master Agreement Terms and Conditions. 56. SURVIVORSHIP: This paragraph defines the specific contractual provisions that will remain in effect after expiration of, the completion of, or termination of this Contract, for whatever reason: (a) Contract Jurisdiction. Choice of Law, and Venue; (b) Confidentiality; and (i) any other terms that by their nature would survive the expiration of, completion, or termination of this contract.

56. WAIVER: The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract.

57. CONTRACT INFORMATION: During the duration of this Contract, the Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor’s job vacancies.

58. COMPLIANCE WITH ACCESSIBILITY STANDARDS: Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor acknowledges that all Goods and Custom Deliverables that it licenses, contracts, or sells to the Eligible Users under this contract are accessible to people with disabilities.

59. RIGHT TO AUDIT: Contractor agrees to, upon written request, permit Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor’s sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor’s compliance with this Contract, associated Scopes of Work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises, records, technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. In addition, upon request, Contractor shall provide the Division with the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor’s compliance with this Contract; associated Scopes of Work; and applicable laws, regulations, and industry standards.

60. LARGE VOLUME DISCOUNT: INTENTIONALLY DELETED.

61. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

62. INDIVIDUAL CUSTOMERS: Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

63. QUANTITY ESTIMATES: The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

64. ORDERING: Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

65. REPORTS AND FEES:

1. Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a
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Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141051, Salt Lake City, UT 84114. The Administrative Fee will be one percent (1%) and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

2. Quarterly Reports: Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.

3. Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period End</th>
<th>Reports Due</th>
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<tbody>
<tr>
<td>March 31</td>
<td>April 30</td>
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<tr>
<td>June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>December 31</td>
<td>January 31</td>
</tr>
</tbody>
</table>

4. Fee Payment: After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

5. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

66. DISPOSAL OF SURPLUS GOODS AND DELIVERABLES: The Division and Contractor have determined that the improper disposal or sale of the Goods and Deliverables identified in this Contract pose a substantial security risk of potential Data Breaches to the Eligible Users. Contractor and Eligible Users agree to follow the applicable state and federal laws, rules, or policies in disposing of the surplus Goods and Deliverables under this Contract.

If Services are applicable to this Contract, the following terms and conditions apply to this Contract:

67. TIME IS OF THE ESSENCE: The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence.

68. PERFORMANCE EVALUATION: The Division may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

69. ADDITIONAL INSURANCE REQUIREMENTS:

1. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.

2. Any other insurance policies described or referenced in the Solicitation for this Contract.

3. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, state, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
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4. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

70. STANDARD OF CARE: The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

71. STATE REVIEWS, LIMITATIONS: The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor.

4. Leases
If there are any terms and conditions which conflict with individual state or political subdivisions procurement laws, the parties will need to negotiate and amend the PA as appropriate. The parties agree the applicable lease terms and conditions of the NASPO Master Agreement 3091 will apply to any lease under this contract. The lease terms and conditions are contained in Exhibit AA.

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

<table>
<thead>
<tr>
<th>Xerox National Contract Manager for Master and Participating Addendums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
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<tr>
<td>Telephone</td>
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<td>E-mail</td>
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<tr>
<th>Xerox Local Contract Support</th>
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<tr>
<td>Name</td>
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<tr>
<td>Name</td>
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<table>
<thead>
<tr>
<th>Telephone</th>
<th>801-538-3142</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:bveldevere@utah.edu">bveldevere@utah.edu</a></td>
</tr>
</tbody>
</table>

6. **Subcontractors:**
Xerox Corporation dealers and resellers authorized in the State of Utah, as shown on the dedicated Xerox Corporation (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Xerox Corporation dealer’s participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Purchase Order Instructions:**
All orders should contain the following (1) Mandatory Language ‘PO is subject to WSCA-NASPO Contract # 3091 (2) Customer Name, Address, Contact Name, & Phone-Number, and (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. **Price Agreement Number:**
All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: AR921 and the Lead State price agreement number: 3091.

9. **Individual Customer:**
Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (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
PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
COPIERS, PRINTERS & RELATED DEVICES 14-19
Administered by the State of Nevada (hereinafter "Lead State")

MASTER AGREEMENT
Xerox Corporation
Nevada RFP 3091
(hereinafter "Contractor")

And

State of Utah Contract Number AR921
(hereinafter "Participating State")

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 Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor: Xerox Corporation</th>
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<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Paul F. Nash</td>
<td>David Farrell</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Ack Director</td>
<td>Finance Director</td>
</tr>
<tr>
<td>Date: 6/11/15</td>
<td>Date: 6/16/15</td>
</tr>
</tbody>
</table>

If you have questions about this Participating Addendum or the participation process, please contact:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

<table>
<thead>
<tr>
<th>Name</th>
<th>Paul Stembler, Cooperative Development Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>651-206-3888</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:paul.stembler@wsca-naspo.org">paul.stembler@wsca-naspo.org</a></td>
</tr>
</tbody>
</table>

[Fully executed PDF copy of this document should be emailed to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]
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AGREEMENT FOR THE LEASE OF EQUIPMENT

A Contract Between

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)

and

Xerox Corporation

1. LEASE TERM. This Agreement shall be effective from _____ to _____, unless sooner terminated by either party as set forth in this Agreement in paragraph 7.

2. DEFINITIONS. "State" means the State of Utah and any state agency identified herein, its officers, and employees. "Lease Term" means the term of the Agreement set forth in Section 1. "Leased Equipment" means the equipment described in Attachment A and any equipment replaced by Lessor during the term of this Agreement. "Lessor" means a person or entity from whom the State has leased equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. NOTICE. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephonic facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.

4. INCORPORATED DOCUMENTS. This Agreement incorporates the following attachments in descending order of constructive precedence: a Lessor’s Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement: Attachment A: Schedule of Leased Equipment and Lease Payment.

5. CONSIDERATION (RENT). The parties agree that for the Lease Term set forth in Section 1 above, Lessor leases to the State the equipment described in Attachment A, for the lease payments set forth in Attachment A, with the total Agreement or installments not to exceed $_______, excluding meter charges and late fees. Lessor’s Service obligations on the Leased Equipment shall conform to the terms of the WSCA-NASPO Master Agreement and the State’s Participating Agreement. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents. Any
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intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.

6. **POSESSION AND RETURN OF LEASED EQUIPMENT.** The State shall have possession of the Equipment for the Term set forth in Section 1, above, unless this Agreement is earlier terminated in accordance with Section 7, below. Lessor covenants that it has good title to the Leased Equipment. At the expiration of the term of this Agreement, the State shall make the Leased Equipment available to Lessor for pickup at the State’s premises. If the State is not in breach of this Agreement, all costs of removing and transporting the Equipment at the expiration of the Lease Term shall be the responsibility of Lessor. Risk of loss of the equipment rests with Lessor until the Leased Equipment is delivered to the State’s designated location and delivery is accepted by the State. For purposes of this Participating Addendum, unless an Order is preceded by a trial order, the equipment will be considered accepted upon installation of the equipment by Lessor, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the State for use. For equipment installed by Lessor Risk of loss will pass to the State upon acceptance and for equipment designated as “Customer Installable,” the equipment delivery date. The term for a lease Order shall commence upon acceptance of the Equipment; provided, however, for “Customer-installable” Equipment, the term for a lease Order shall commence upon delivery of the Equipment.

7. **TERMINATION.**
   a. **Termination Without Cause.** Any discretionary or vested right of renewal notwithstanding this Agreement may be terminated upon written notice by mutual consent of both parties.
   b. **Termination With Penalty.** Leases may be bought out and return to Lessor, although operational, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments on equipment. For service/maintenance the termination charge will not exceed more than the four (4) month service and supply base charge or 25% of the remaining term, whichever is less. For purposes of this Participating Addendum, the State will be in default under this Agreement or Lease order if (1) Lessor does not receive any payment within forty-five (45) days after the date it is due or (2) if the State breaches any other obligation hereunder. If the State defaults, Lessor, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of:
      (i) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one percent (1%) per month (not to exceed the maximum amount permitted by law);
      (ii) the Lease Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Lessor's books and records) remaining in the initial Term of a Lease order, discounted at 4% per annum; and
      (iii) all applicable Taxes.
      Except for applicable taxes, the charges to be assessed under this provision shall apply only to operational, non-cancelable rentals and capital leases, and the total charges shall not exceed the amounts allowed under Section 5.4.2.3 of RFP # 3091. Interest, late charges or lease minimum payments under this subsection shall not be assessed if termination is required due to an event of non-appropriation of funds or termination of funding to a government entity.
      The State will notify Lessor and make the Equipment available for removal by Lessor in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default.
c. State Termination for Non-appropriation. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective immediately upon service of written notice (or any subsequent date specified therein) if for any reason the Leasing Agency’s funding from State and/or federal sources is not appropriated or is withdrawn, or limited.

d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement pursuant to the WSCA-NASPO Master Agreement. Upon the occurrence of an event of default, the State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Lessor shall have an opportunity to cure the default. The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Participating Addendum in whole or in part if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Lessor’s liability for damages, including liquidated damages to the extent provided for under the WSCA-NASPO Master Agreement.

8. INSURANCE. Lessor shall procure, maintain and keep in force for the duration of this Agreement, insurance conforming to the requirements of the WSCA-NASPO Master Agreement and the State’s Participating Addendum to the Master Agreement, naming the State of Utah as additional insured on any general liability policies by specific endorsement, or by a blanket additional insured endorsement. At Lessor’s request, the Eligible User shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in State’s possession by the State’s program of self-insurance.

9. WARRANTY AND MAINTENANCE OF EQUIPMENT. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the State all manufacturer’s warranties on the Leased Equipment, which shall be not less than a full six months warranty. Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term.

10. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Utah, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the State of Utah for enforcement of this Agreement.

11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

12. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the WSCA-NASPO Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Utah and Lessor, the terms of which are incorporated herein by reference. Except as to the term of this Agreement or the schedule of lease payments, any amendments to the WSCA-NASPO Master Agreement
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(hereinafter “Contractor”)

And

State of Utah Contract Number AR921
(hereinafter “Participating State”)

or the State’s Participating Addendum shall apply to this Agreement. Unless otherwise expressly authorized
by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the
parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be
legally bound thereby.

Lessor’s Signature   (Vendor)                      Date   Lessor’s Title

Leasing Agency Signature

Date   Title
STATE OF UTAH
63A-2-105 COPIER REQUEST FORM

TO USE THE COPIER CONTRACTS, PRE-AUTHORIZATION IS REQUIRED.

1. All State Agencies are required to compare a minimum of three digital copier contractors for the appropriate segment and then make their purchasing determination based on a best value analysis taking in consideration their individual needs including, but not limited to, price, customer service, maintenance, delivery, etc.

2. State Agencies must then complete the 63A-2-105 Copier Request Form and submit it to Brian Jensen (with comparison documentation) for approval prior to ordering any copier from the contractor.

<table>
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<th>SUBMIT COMPLETED FORM BY:</th>
<th>FAX</th>
<th>EMAIL</th>
<th>INTEROFFICE ENVELOPE</th>
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<tr>
<td></td>
<td>801-323-4310</td>
<td><a href="mailto:brianjensen@utah.gov">brianjensen@utah.gov</a></td>
<td>Print Services, Box 1106</td>
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DEPARTMENT | AGENCY | ADDRESS

CONTACT PERSON | PHONE | FAX | EMAIL ADDRESS

DATE PREPARED | DATE NEEDED BY

EXPLAIN THE CIRCUMSTANCES LEADING TO THE PURCHASE OF THE NEW COPIER

MINIMUM SPECIFICATIONS (FUNCTIONS/FEATURES) OF THE NEW COPIER

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<th>FIRST COPY SPEED (Seconds)</th>
<th>FEEDER/DOCUMENT HANDLER TYPE</th>
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OTHER

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<tr>
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<td>MAINTENANCE COST PER COPY</td>
<td>SUPPLY COST PER COPY</td>
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CURRENT COPIER

| PURCHASE PRICE | MAKE AND MODEL | PURCHASE DATE |

WE HAVE REVIEWED THIS REQUEST AND DETERMINED IT WILL PROVIDE CLEAR BENEFIT TO THE STATE

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<tr>
<th>DIVISION DIRECTOR'S SIGNATURE</th>
<th>PRINT NAME</th>
<th>DATE</th>
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<tbody>
<tr>
<td>DEPARTMENT DIRECTOR'S SIGNATURE</td>
<td>PRINT NAME</td>
<td>DATE</td>
</tr>
</tbody>
</table>

☐ APPROVED ☐ ADDITIONAL RECOMMENDATIONS ATTACHED

| PRINT SERVICES MANAGER'S SIGNATURE | PRINT NAME | DATE |

Print Services, Box 1106