



COPIERS AND MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: 140606

Contractor: Xerox Corporation

Participating State or Entity: Maryland

SUBJECT: Addendum No. 1 to Participating Addendum

1. The State of Maryland and all authorized agencies must issue purchase orders to the primary vendor (manufacturer) only, however, a manufacturer's authorized dealer can provide services, maintenance, or equipment and supply fulfillment on behalf of a manufacturer.
2. Invoicing is permissible from manufacturers only, and are not allowed from a manufacturer's authorized dealer.

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

Participating State: Maryland	Contractor: Xerox Corporation
By: Calvin E. Gladden II	By: <i>Herbert L Jenkins</i>
Name: <i>[Signature]</i>	Name: Herbert L Jenkins
Title: Program Manager	Title: AGM
Date: <i>12/20/2019</i>	Date: November 12, 2019

[Additional signatures may be required by Participating State]

For questions on executing a Participating Addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org, to support documentation of participation, and to post in appropriate data bases]

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SERVICES**

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Master Agreement #: 140606

Contractor: Xerox Corporation

Participating State or Entity: State of Maryland

The following products and services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Managed Print Services (MPS)
- Supplies
- Software
- Accessories for Discontinued Base Units

1. **Scope:** This Addendum covers the NASPO ValuePoint Master Agreement for Copiers and Managed Print Services led by the State of Colorado, for use by state agencies and other entities located in the Participating State/Entity and authorized by that state's statutes to utilize state contracts with the prior approval of the state's Chief Procurement Officer.
2. **Participation:** Use of specific NASPO ValuePoint 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 Officer. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.
3. **Order of Precedence:**
 - a) A Participating Entity's Participating Addendum;
 - b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
 - c) An Order issued against the Master Agreement;
 - d) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
 - e) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - f) The Contractor's Supplemental Documents, including all Attachments.
4. **Term of the Master Agreement:**

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- a) **Initial Term:** The Parties' respective performances under the Master Agreement commenced on August 7, 2019, and shall terminate on December 31, 2021, unless terminated sooner, as specified in **Section 6.10, Defaults and Remedies**, of the Master Agreement.
- b) **Extension:** The Master Agreement may be extended beyond the original contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, via written Amendment. The total duration of the Master Agreement, including any extensions, shall not exceed five (5) years.
5. **Participating State or Entity Modifications or Additions to the Master Agreement:** The following are items that each Participating State or Entity should consider when drafting a Participating Addendum:
- a) **State specific terms and conditions:** Participating States or Entities may add statutory terms required to execute a Participating Addendum. The Master Agreement Terms and Conditions should be reviewed to ensure there is no conflict with what your state may accept. The Master Agreement Terms and Conditions are intended to be utilized as a baseline for state specific requirements.
- b) **Administrative Fees:** The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.
- c) **Supplemental Documents:** The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment A through Attachment N**. Each Participating State or Entity is responsible for negotiating the terms and conditions of each of these documents, if they so choose. The Lead State has only negotiated the language to the extent it aligns with the Master Agreement Terms and Conditions; however, any further negotiations are at the discretion and responsibility of the Participating State or Entity.
- d) **Authorized Dealers:** All Contractor approved Dealers are listed in **Exhibit C (Authorized Dealers by State)**. The Participating State or Entity may limit the number of Dealers they use, and/or request that the Contractor approve additional Dealers. The Contractor Dealer's participation will be in accordance with the terms and conditions set forth in the Master Agreement.
- e) **Product Offerings:** The Contractor is authorized to provide Products as referenced on the first page of this template, and as detailed in **Section 4.3, Product Offerings**, of the Master Agreement. Each Participating State or Entity shall determine what Product Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:
- **Third-Party Software**
 - **Consumable Supplies**
 - **Remanufactured/Refurbished Equipment**
 - **Open Market Items**
 - **Emerging Technologies**

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- f) **Service Offerings:** The Contractor is authorized to provide Services as referenced on the first page of this template, and as detailed in **Section 4.4, Service Offerings**, of the Master Agreement. Each Participating State or Entity shall determine what Service Offerings they will limit, if any, in their Participating Addendum. Additional consideration should be given to the following:
- **Managed Print Services – Attachment H (Xerox MPS Statement of Work Template)**, of the Master Agreement, provides a framework for any ensuing MPS engagement. Prior to any commencement, all MPS engagements must be agreed to and signed by both Purchasing Entity and Contractor
 - **Maintenance Agreements:**
 - Automatic renewals are not permitted under the Master Agreement
 - Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet
 - **Manual Meter Reads** - As part of its Services, Contractor may, at its discretion and dependent upon device capabilities, provide electronic remote meter reading and equipment monitoring. This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Product failure and may enable firmware upgrades
 - **Customer-Owned Equipment**
 - **Lease or Rental Equipment**
 - **Legacy Equipment**
 - **Service Requirements** – Participating States and Entities may negotiate their own Service Level Agreement (SLA) with the Contractor; however, the minimum requirements are outlined in **Section 4.4.3(b)** of the Master Agreement. Additional consideration should be given to the following:
 - **Service Level Calculations**
 - **Reporting**
- g) **Purchase, Lease, and Rental Programs:** Per **Section 4.5** of the Master Agreement the Contractor is authorized and/or required to provide and adhere to the following:
- **Acquisition Methods** – Participating States and Entities should determine which options they will allow:
 - Purchase
 - Fair Market Value (FMV) Lease
 - \$1 Buyout Lease
 - Straight Lease
 - Cancellable Rental



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- **Leasing and Rental Terms and Conditions** – Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, and as negotiated by the Participating State or Entity.

h) Security Requirements:

- Per **Section 4.6.2, Sensitive Information**, of the Master Agreement, the Participating State or Entity shall define “sensitive information” in their Participating Addendum.
- Per **Section 4.6.5, Hard Drive Removal and Surrender**, of the Master Agreement, the Participating State or Entity shall determine which hard drive disposal options they will require.

i) Shipping and Delivery Requirements

- j) Inspection and Acceptance:** Per **Section 4.10.3** of the Master Agreement, confirmation of Product Acceptance occurs upon signature of **Exhibit B (Sample D&A Certificate)**, or within five (5) Business Days after Product install, unless otherwise stated in a Participating Addendum.

- k) Warranty Requirements** – The Contractor must adhere to the warranty requirements as outlined in **Section 4.11** of the Master Agreement; however, Participating States and Entities may negotiate additional requirements with the Contractor.

- l) Force Majeure** – A Force Majeure event under Section 6.9 of the Master Agreement does not relieve either party of its obligation to make payments due under the Order.

- 6.** Participating State or Entity must check one of the boxes below. These modifications or additions apply only to actions and relationships within the Participating State or Entity. A Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to their contractual relationship with the Contractor under the Terms and Conditions of the State of Colorado NASPO ValuePoint Master Agreement.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions:

1. ICPA Mandatory Affidavits and TandC XEROX.doc
2. Economic Benefits Form.doc

- 7. Master Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint Master Agreement number: **140606**

- 8. Orders:** Any Order placed by a Purchasing Entity for a Product and/or Service available under the Master Agreement shall be deemed to be a sale under (and governed by the prices and other



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terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Orders can be made out to (a) Contractor or (b) Authorized Dealers as approved by Contractor and the Participating State or Entity. To the extent the Purchasing Entity and the Contractor agree on additional terms, the terms will be documented on the Purchasing Entity Order, and signed by both parties.

All orders should contain the following (1) "PO is subject to NASPO ValuePoint Master Agreement, Contract # **140606**, and the Participating Addendum, Contract # _____" (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Order amount (4) Type of Order (Purchase, FMV Lease, \$1 Buyout Lease, Straight Lease, or Cancellable Rental) and purchase amount, or monthly payment amount (5) Itemized list of accessories (6) Type of Service program and rates (7) Any Supplemental Documents, including the MPS SOW Template (if applicable).

9. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Herb Jenkins
Address	Xerox Corporation- 9065 Guilford Road, Columbia, MD 21046
Telephone	410.978.1474
E-mail	Herb.Jenkins @xerox.com

Participating Entity

Name	
Address	
Telephone	
E-mail	

10. **Terms:** The Participating State or Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

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

Participating State: <i>Maryland</i>	Contractor: Xerox Corporation
By: <i>[Signature]</i>	By: <i>[Signature]</i>



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Name:	Name:
Calvin E. Gladden	
Title:	Title:
Program Mgr.	
Date:	Date:
12/20/2019	

[Additional signatures may be required by Participating State]

For questions on executing a Participating Addendum, please contact:

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