

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

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Master Agreement #: **140601**

Contractor: **LEXMARK INTERNATIONAL, INC.**

Participating Entity: **STATE OF RHODE ISLAND**

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

- Group B – MFD, A4
- Group D – Single-function Printers
- Managed Print Services (MPS)
- Supplies
- Software

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the **Copiers & Managed Print Services** led by the State of Colorado for use by state agencies and other entities located in the Participating State or Purchasing Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all State agencies, political subdivisions, quasi-public agencies, regional school districts and other entities including, but not limited to, the Board of Education and its two Councils – Council on Elementary and Secondary Education and Council on Postsecondary Education, the University of Rhode Island, the Community College of Rhode Island and Rhode Island College, authorized by the State's statutes to use cooperative agreements subject to the prior approval of the respective authorized procurement official (altogether, "State Entities"). All State executive branch agencies are authorized to use this Agreement.

The State's User Guide ("State's User Guide"), as may be amended from time to time and posted on the State's website, details any exclusions, restrictions or limitations in the use of this Agreement. The State's participation in this Agreement is non-mandatory and non-exclusive. The State reserves its right to have other present or future vendors provide software or services included in the Agreement, along with performing such services itself. All State executive branch agencies for purchases, leases or Managed Print Services must be routed through the Chief of Purchasing Management and Support Services for required moratorium exemption approval. This internal requirement applies only to State executive branch agencies. Any changes to this requirement will be made through the State's User Guide - the Contractor is not responsible for enforcement of this requirement.

All billing and ordering shall be between the Contractor and the respective responsible entity for a political subdivision, a quasi-public agency, regional school district, the University of Rhode Island, the Community College of Rhode Island and Rhode Island College.

**PARTICIPATING ADDENDUM****COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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

## Contractor

<b>Sales Contact:</b>	
Name:	Tom Comella
Telephone:	401-255-9868
Email:	<a href="mailto:thomas.comella@lexmark.com">thomas.comella@lexmark.com</a>
<b>Contract Contact:</b>	
Name:	Mary Beth Carter
Address:	740 West New Circle Road, Lexington, KY 40550
Telephone:	859-232-2116
Email:	<a href="mailto:marybeth.carter@lexmark.com">marybeth.carter@lexmark.com</a>

## Participating Entity

Name:	Chris Piotrowski, Chief of Purchasing Management and Support Services, State of Rhode Island
Address:	1 Capitol Hill, Providence, RI 02908
Telephone:	401-574-8182
Fax:	401-574-8387
Email:	<a href="mailto:Christopher.Piotrowski@purchasing.ri.gov">Christopher.Piotrowski@purchasing.ri.gov</a>

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ 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.

5. Order of Precedence: This Participating Addendum is subject to:

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

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- a) The Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase and Addendum A – General Insurance Requirements ( incorporated herein by reference, located at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> and <https://www.ridop.ri.gov/rules-regulations/> (General Conditions and Addendum A); Insurance requirements are mutually agreed to and included as Exhibit A to this Participating Addendum.
- b) The Participating Addendum;
- c) NASPO ValuePoint Master Agreement Terms and Conditions, including all Exhibits ("Master Agreement");
- d) An Order issued against the Master Agreement;
- e) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services;
- f) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and,
- g) The Contractor's Supplemental Documents, including all Attachments such as Leases, EULA's, Maintenance Service Level Agreements, Managed Print Services (MPS) Service Level Agreement, etc.

In the event of any conflict or dispute between the above-named documents, the above order of precedence shall apply (with a being the highest level of precedence). Any language that violates the State or Purchasing Entity's Constitution or law will be deemed void, and of no force and effect.

Notwithstanding any language contained in any document, Contractor shall neither limits its liability, nor exclude or limit types or amounts of damages, to the State Entities if or to the extent prohibited under Rhode Island law.

6. MPA 1% Administrative Fee:

Rhode Island MPA 1% Fee:

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts, without affecting the approved prices or discounts specified in the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

7. Additional Security Requirement:

As agreed in a sales order or statement of work, Contractor will be responsible for on-site maintenance of software, plus hardware (computers, devices and peripherals that have operating system(s) or firmware that requires upgrades). Contractor should refer to NIST Special Publication 800-40, Guide to Enterprise Patch Management Technologies to develop a plan to continuously provide and perform software and firmware maintenance, including all updates, patches, bug fixes, service packs, hot fixes, enhancements, new releases, new versions and other improvements to eliminate vulnerabilities and remove flaws that could otherwise facilitate security breaches or hinder efficient operation of the hardware or software. Contractor at a minimum shall provide and install current and regularly updated malware protection services, e.g., anti-virus and ant-spyware and provide prompt application of security-relevant software upgrades, e.g., patches, service packs and hot fixes. Contractor acknowledges and permits a State Entity to validate Contractor's software is so updated. Contractor will provide the State Entity a copy of the system security plan outlining the procedures developed to adhere to these requirements. Contractor may use remote access tools to deploy firmware updates as they become available provided that the State Entity requests such updates and the Division of Information Technology grants such remote access to implement the updates.

Purchasing Entities are encouraged to stay up to date with the latest security and other new features from Lexmark. Firmware and driver updates for Products are available for download at [https://www.lexmark.com/en\\_us/support/download-search.html](https://www.lexmark.com/en_us/support/download-search.html). Purchasing Entities may sign-up for update alerts from Contractor by registering at [https://www.lexmark.com/en\\_us/GlobalPreferenceCenter.html](https://www.lexmark.com/en_us/GlobalPreferenceCenter.html). Purchasing Entities will be advised of this option at the time of installation.

Purchasing Entities are also advised to consult with State IT personnel before updating firmware or print drivers for installed Products. Contractor will advise Authorized Resellers to ensure that Product firmware is current at the time of installation and to encourage Purchasing Entities to sign up for Firmware News and Update alerts at [https://www.lexmark.com/en\\_us/GlobalPreferenceCenter.html](https://www.lexmark.com/en_us/GlobalPreferenceCenter.html).

Contractor shall not use any software for services of any kind for a Purchasing Entity that is end of life (EOL), end of support (EOS), or is no longer supported by the original contractor (e.g. patching for security updates, updates to fix bugs, updates for new operating systems, etc.). Contractor shall also notify a Purchasing Entity in writing within sixty (60) days upon announcement that software used for services of any kind for the Purchasing Entity, is nearing its end of life, end of support or is no longer supported by the original vendor. If

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

original company is sold, the acquiring company will be considered the original manufacturer for the purposes of this section if the terms of said acquisition include assumption of all liability and extension of all original warranties issued to the Purchasing Entity by company acquired.

For copier, print, fax, or multi-function devices housing a hard-drive, additional security features will be required at the discretion of the Purchasing Entity such as data encryption, data overwriting capabilities or hard drive password locking. If or when the installed hard drive needs replacement or upgrade; or at the termination of the service contract, the hard drive will remain the property of the Purchasing Entity or the Contractor will provide a certificate of data destruction for the hard drive. The Contractor shall comply with site rules and regulations while on the Purchasing Entity's premises. Work shall be performed during workday operational hours of the Purchasing Entity.

8. Lease Agreements:

Lease Terms: Equipment leases are subject to the Terms and Conditions as set forth in the Master Agreement and subject to the provisions of this Participating Addendum.

Executive branch agencies may only use a lease with the purchase option of a \$1.00 buyout and as provided in the State's User Guide. Other State Entities may use the other lease options in the Master Agreement as authorized by their respective policies and regulations.

For all State Entities where payment is made by the Department of Administration, Office of Accounts & Control, payment will only be made to the Contractor (or authorized dealer or reseller as described below with a Purchase Agreement), and not a leasing company, financial branch or subsidiary.

Assignment: Subject to the above, Contractor may assign, solely for financing purposes, upon written notification and written authorized acceptance of the respective Purchasing Entity, their right, title, and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from bearing any obligation, terms and conditions as outlined under either the NASPO ValuePoint Master Agreement 18-001 or this Participating Addendum.

For Executive Branch agencies, all lease and rental programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and its Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or its Authorized Dealer and all contractual obligations shall remain with the Contractor. All Authorized Dealers must be registered as a vendor with the State of Rhode Island prior to receiving any purchase orders.

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Led by the State of Colorado

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End of Term Notification: Contractor must notify the Purchasing Entity, in writing, of their End of Term options at least ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

- i. Any acquisition or return options, based on the type of lease or rental agreement;
- ii. Any renewal options, if applicable; and/or
- iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

9. Authorized Resellers and Dealers: All LEXMARK dealers and resellers authorized in the State of Rhode Island, as shown on the Lexmark dedicated website for the State of Rhode Island, and that have been issued a Purchase Agreement are approved to accept orders, and provide sales and service support on behalf of Lexmark. In such cases, Lexmark will perform all invoicing functions. To the extent Lexmark separately approved a dealer or reseller to invoice on behalf of Lexmark (as demonstrated on such website and Purchase Agreement), such dealer is approved to invoice State Entities in the NASPO ValuePoint Master Agreement. The Contractor's dealer or reseller shall have all of the rights and obligations of Contractor under the Master Agreement and this Participating Addendum. Even if services or equipment are provided by an authorized reseller or dealer, Contractor remain responsible for successful performance and compliance with all the terms and conditions of this Participating Addendum.
10. Orders: Any order, other than for a lease, placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement and this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and this Participating Addendum unless the parties to the order agree in writing that another contract or agreement applies to such order.

All orders should contain the following (1) "PO subject to this Participating Addendum for NASPO ValuePoint Contract #140601 & State Contract #3708606" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease (FMV, Straight, or Capital lease) and monthly payment (5) Itemized list of accessories (6) Service

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

program and rates (7) Attached SOW Template if applicable.

11. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Product(s) and allows Contractor to invoice for the Product(s). Failure to sign the D&A or reject the Product(s) within the foregoing five (5) business day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Customer will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, State Entities shall provide meter reads within the Contractor(s) requested reasonable timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate, but prior billing will be adjusted once the meter reading information is received. Contractor will note on the invoice whether the billing is based on actual or estimated readings.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractor(s) part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice. All rights and remedies in this Participating Addendum shall be cumulative. The exercise or beginning of the exercise by a party of any of its rights and remedies will not preclude a party from exercising all rights hereunder or otherwise granted by law or equity.

12. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement(s). NSP items will not include:

- i) Interactive White boards;
- ii) Computers, monitors, or other related items;
- iii) Fax machines;
- iv) Overhead Projectors; and
- v) Cameras.

NSP items may only be acquired through the Contractor(s) or their Authorized Dealer(s) and must be reported quarterly with all other sales under the resulting Master Agreement(s). NSP items must be priced at a minimum discount of 15% from MSRP or List Price. NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

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Led by the State of Colorado

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13. Software: State Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. State Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, EULA's are subject to the Order of Precedence in Paragraph 5.
  
  14. Maintenance Agreements: Extended warranty coverage on Products acquired by Purchasing Entities shall be subject to the service level agreements established by the Contractor's Extended Warranty Terms and Conditions which may be found at [https://www.lexmark.com/en\\_us/support/terms-and-conditions.html](https://www.lexmark.com/en_us/support/terms-and-conditions.html) and also attached hereto as Exhibit B. These agreements are subject to the Order of Precedence in Section 5. In the event of any conflict, the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase and Addendum A will control.
  
  15. MPS Statement of Work Template: All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, similar to the format provided in Master Agreement **Attachment C (MPS Statement of Work Template)** and subject to the Order of Precedence in Paragraph 5, and it must be approved by both parties prior to the initiation of any engagement. For Executive Branch Agencies, if MPS is approved as provided in the above Section 2 Participation above, the form of MPS Level Agreement will be negotiated with a selected Contractor at that time.
  
  16. Additional Changes. Section 4.9.5 shall be changed as follows: Any charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs will be identified during the quotation process and agreed to by the Purchasing Entity before proceeding.
  
  17. Early Termination Fees, Costs or Penalties, etc.: In the event of early termination or cancellation, the Contractor will be entitled to termination or cancellation fees as set forth in the Master Agreement. Contractor shall only be entitled to payment determined on a pro rata basis, for products or services satisfactorily performed or provided not including any lost or anticipated profit.
  
  18. Sensitive Information: Sensitive Information means all information, data, materials, or documents (including Confidential Information and Personal Data) originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from the State, State Users, or Users, directly or indirectly, including from any Authorized Contractors of any of the foregoing, related to the Agreement in any way whatsoever regardless of form,



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Led by the State of Colorado

including all information, data, materials or documents accessed, used or developed by the Vendor in connection with any Customer-Owed Deliverables provided hereunder and all originals and copies of the foregoing.

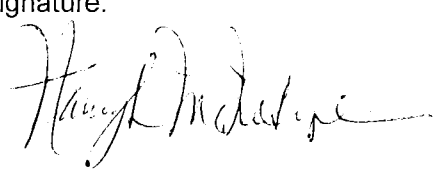
19. MBE & EEO: Any Bidder awarded a purchase order or release under the Contract shall comply with the MBE and EEO requirements, or other eligible entities applicable MBE & EEO requirements.
20. Discounts: Contractor's prices shall be discounted using the price lists and discounts in the Master Agreement web site. These discounts are considered to be the minimum offered and a higher discount may be offered.
21. Prompt Payment: Any vendor receiving payments through the State's Controller's Office is eligible (but is not required) to participate in the Expedited Payment Discount Program. Expedited Payment Discount Policy ("Policy"), Policy A-74, as may be amended from time to time. Other State eligible entities may have their own expedited payment discount program ("program") for Bidders. In the event the discount offered by a Bidder under this Contract is larger than provided in the Policy or program, the larger discount shall prevail.
22. Reports: Master Price Agreement Reports -The Vendor agrees to provide the State with quarterly reports describing purchases made pursuant to this contract. Reports shall include usage by all State agencies, municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) total value of all invoices issued by the Vendor pursuant to this Master Price Agreement (2) full list [in an EXCEL format] of all purchases by each purchase order, by type [owned or leased], by agency showing the quantity, unit price, and total cost start date and end date and (32) quantity of each line item delivered pursuant to this Master Price Agreement. If there are no line items in this Master Price Agreement, then Vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the Division of Purchases to the attention of the Buyer named in this contract, identifying the purchase order number and the reporting period. Quarterly reports shall be due forty-five (45) calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the Vendor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the contract and other State contracts and orders, and possible suspension from the State Bidders List.
25. Term: The Term of this Participating Addendum is from the issuance of a Purchase Agreement by the Division of Purchases through December 31, 2021, unless sooner terminated by the State. Lead State amendments extending the NASPO ValuePoint Master Agreement are not automatically incorporated into this Participating Addendum. Extensions

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to the Term of this Participating Addendum will be at the sole option of the Participating State.

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

Participating Entity: State of Rhode Island	Contractor: <b>Lexmark International, Inc.</b>
Signature: 	Signature: <i>Mark W. Deicher</i>
Name: <i>Nancy R. McIntyre</i>	Name: Mark Deicher
Title: <i>State Purchasing Agent</i>	Title: Director of Finance
Date: <i>5/3/2021</i>	Date: May 3, 2021

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	<a href="mailto:tfosket@naspovaluepoint.org">tfosket@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to***

***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

***to support documentation of participation and posting in appropriate data bases.]***

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**Exhibit \_A\_ - Insurance**

**“State:”** *The State of Rhode Island and its branches, departments, agencies, offices, commissions, any using entity authorized by R.I. Gen. Laws § 37-2-1, et seq. to participate in a procurement and any other party directed by the State and the officers, directors, officials, agents, employees, independent contractors and volunteers of any of them.*

**“Contract Party:”** *Any person, organization or entity that is a Contract Party with State in which the Contract Party (i.e., vendor) provides services or products to State. Contract Party shall also include as insured persons Contract Party’s officers, directors, officials, agents, employees, subcontractors, independent contractors, volunteers and any other entity or person for which the Contract Party is legally responsible. For purposes of this document “Contract Party” does not include any branches, departments, agencies, offices, or commissions of the State that may contract with any other State branches, departments, agencies, offices, commissions.*

**Required Insurance**

Contract Party shall procure **Required Insurance** as defined herein:

- a. At the sole cost and expense of Contract Party.
- b. Obtain and maintain such **Required Insurance** in full force and effect during the entire term of the Contract until all obligations of Contract Party have been discharged, including any warranty periods or extended reporting periods, against claims that may arise out of, are alleged to arise out of, directly or indirectly, in whole or in part, from or in connection with the Contract and/or result from the performance of the Contract.
- c. Any deductible, self-insured retention, or form of self-insurance under the policies shall be the sole responsibility of the Contract Party and shall be disclosed to and acceptable to the State authorized personnel.
- d. Any required liability insurance policy that is to insure any form of products liability and/or completed operations exposure created by Contract Party must provide extended coverage as follows:
  1. When required liability insurance policy uses “Occurrence” coverage trigger (Including that known as “Reported Occurrence”):
    - a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
    - b. Such coverage must be provided for a period of not less than five (5) years after the later of:
      - i. when the Contract has ended; or
      - ii. when products or services have been put to intended use; or
      - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
    - c. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as “discontinued products or operations.”
  2. When required liability insurance policy uses any form of “claims-first made trigger:”

**PARTICIPATING ADDENDUM**



**COPIERS & MANAGED PRINT SERVICES**

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- a. Policy issued by same insurer for Contract Party as of effective date of Contract between State and Contract Party or by comparable insurer providing renewal insurance policy of 1-same coverage terms and conditions of prior expired policy or 2-coverage at least equal to that required by Contract.
- b. Provide coverage with a retroactive date on or before the effective date of the Contract or at the beginning of Contract work.
- c. Such coverage must be provided for a period of not less than five (5) years after the later of:
  - i. when the Contract has ended; or
  - ii. when products or services have been put to intended use; or
  - iii. when hardware, software, buildings, other physical structures or repairs have been put to intended use.
- d. Such required insurance can be provided by annual insurance policies or by single runoff policy commonly referred to as "discontinued products or operations."
- e. If "claims-first made" liability insurance policy is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract date, the Contract Party must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- f. **Required Insurance** limits to be provided by single insurance policy or through "follow form primary" layered excess insurance policies to obtain overall required limit(s).
- g. Contract Party's subcontractors to maintain same insurance.
- h. Any insurance obtained by Contract Party that includes an "insured vs. insured" exclusion must be revised to exclude State as Additional Insured.
- i. State Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional more extensive coverage for any individual requirement and can modify types of insurance and revise limits required of Contract Party at any time during the term of this Contract.

**Required Insurance:**

1. Commercial General Liability Insurance. Commercial General Liability Insurance ("CGL") based on Insurance Services Office ("ISO") most recent version of Commercial General Liability policy form CG00 01, or its equivalent:
  - a. Covering bodily injury (including death), broad form property damage, personal and advertising injury, independent contractors, products and completed operations and contractual liability.
  - b. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
  - c. Shall include waiver of subrogation in favor of State.
  - d. Include State as additional insureds on a primary and non-contributory basis.
  - e. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel.

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

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2. Automobile Liability Insurance. Automobile Liability Insurance based on ISO most recent version of Business Automobile Policy ("BAP") CA 00 01, or its equivalent:
    - a. Covering bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.
    - b. If a Contract Party does not own any vehicle at any time during the duration of this Contract then the Contract Party can seek hired and non-owned automobile coverage as provided by BAP or by hired non-owned automobile coverage endorsement to CGL.
    - c. At a minimum Contract Party must maintain hired and non-owned automobile coverage for the full duration of this Contract.
    - d. Such insurance coverage is subject to a minimum combined single limit of \$1,000,000 per occurrence.
    - e. Shall include waiver of subrogation in favor of State.
    - f. Include State as additional insureds on a primary and non-contributory basis.
    - g. The Contract Party shall submit a copy of any policy endorsement, or blanket endorsement, evidencing the State as additional insureds on a primary and non-contributory basis and a waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the authorized State personnel
  3. Workers' Compensation and Employers' Liability.
    - a. Statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law other than State of Rhode Island if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.
    - b. Policy form based on NCCI or its equivalent.
    - c. Employers' Liability with minimum limits of \$500,000 each accident, \$500,000 disease or policy limit and \$500,000 each employee or minimum amount necessary for Contract Party.
    - d. A Contract Party neither eligible for, nor entitled to, Worker's Compensation who is an independent Contract Party under Rhode Island law must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the State.
    - e. Policy to include waiver of subrogation in favor of State.
    - f. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of the State. All endorsements shall be subject to review and approval by the State authorized personnel.
  4. Information Technology/Cyber Privacy. Errors and Omission Insurance covering damages to Insured Parties caused by any error, omission, wrongful act or breach of Contract in performance of contracted professional services by Contractor.
    - a. Such insurance to have minimum limits of \$10,000,000 per occurrence and \$10,000,000 annual aggregate.
    - b. Such insurance to include insuring agreements as identified below either as modules in master policy or as separate insurance policies.
    - c. Policy to include a waiver of subrogation in favor of State.
    - d. Include State as an additional insured on a primary and non-contributory basis to the extent "insured v. insured" exclusion does not apply.

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

- e. The Contract Party shall submit a copy of any policy endorsement or blanket endorsement evidencing the waiver of subrogation in favor of State and additional insured on a primary and non-contributory basis. All endorsements shall be subject to review and approval by the State authorized personnel.

Information Technology

Minimum coverage for Contract Party is liability insuring agreements for loss resulting from: (1) technology services, (2) technology products, (3) media content, (4) network security breaches and breach expenses incurred by State.

**Cyber/Privacy Insurance**

Coverage for Contract Party to include:

- i. Regulatory liability;
  - ii. Information security and privacy, regardless of the media involved;
  - iii. Network interruption and/or business interruption;
  - iv. Digital asset loss of State;
  - v. Event breach costs including but not limited to crisis management (such as forensic investigation, legal fees), public relations, notification costs, call center operation costs, credit file monitoring and identity theft insurance;
  - vi. Placing and lifting of security freezes;
  - vii. Cyber extortion;
  - viii. Online media liability (i.e. including but not limited to website content);
  - ix. Costs to defend, including but limited attorney fees and settle; and,
  - x. Fines and penalties when insurable under appropriate state or federal law.
- f. Coverage to include but not be limited to damage by Contract Party to States' records (whether e-data or other) product failure, security failure, privacy failure of e-data records, privacy failure of other than e-data records, intellectual property infringement, and personal injury as customarily insured by this type of insurance policy.

**All Required Insurance shall be:**

1. Placed with insurers:
  - a. Authorized to do business in Rhode Island.
  - b. Rated "A-," class X or better by A.M. Best Company, Inc.
  - c. Any insurer with a lesser financial rating must be approved by the authorized State personnel.
2. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
3. As evidence of the insurance required by this Contract, the Contract Party shall furnish to State Certificates of Insurance, including confirmation of all required policy endorsements including, but not limited to, additional insured endorsements:
  - a. In form acceptable to the State to the Department of Administration, Division of Purchases prior to a Division of Purchases award. Failure to comply with this provision may result in rejection of the bid offer.
  - b. All certificates of insurance, whenever issued, shall include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to Department of Administration, Division of Purchases Attn:

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- Purchasing Agent, One Capitol Hill, Providence, RI 02908. Contract Party shall also immediately notify the State if the Required Insurance is cancelled, non-renewed, potential exhaustion of policy limits or otherwise changed.
- c. Certificates of Insurance and required endorsements shall thereafter be submitted annually or earlier upon expiration and renewal of any of the policies.
  - d. All Certificates of Insurance and to the extent possible endorsements shall reference the State procurement number.
  - e. State retains the right to demand a certified copy of any **Required Insurance** policy, Certificate of Insurance or endorsement.
4. The Contract Party shall be responsible to obtain and maintain insurance on any real or personal property owned, leased or used by State that is in the care, custody or control of Contract Party. All property insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
5. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contract Party for the Contract Party's operations. These are solely minimums that have been established to protect the interest of the State.
6. State shall be indemnified and held harmless as required by the Contract and to the full extent of any coverage actually secured by the Contract Party in excess of the minimum requirements set forth above.
7. The Contract Party shall use at its own risk and insure at its own cost any of its owned, leased or used real or personal property. All such insurance of Contract Party must include a waiver of subrogation that shall apply in favor of the State.
8. The Contract Party shall comply with any other insurance requirements including, but not limited to, additional coverages or limits contained in the procurement or solicitation.
9. Failure to comply with these Insurance Requirements is a material breach entitling the State to terminate or suspend the Contract immediately.
10. These Insurance Requirements shall survive expiration or termination of the Contract.

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**Exhibit B – Warranty**

**Extended Warranty Terms & Conditions**

The terms and conditions of Lexmark Extended Warranty service, including Exchange service, On-site Repair and Upgrades, apply to products for which Lexmark has issued a Certificate of Registration for Lexmark Extended Warranty service, provided that the product was originally purchased, for business or individual use, from Lexmark, or a Lexmark Remarketer. Coverage is provided in the United States and Puerto Rico. (Payment terms are net thirty (30) days and payment must be received within thirty (30) days of invoice date). The coverage period is as shown on the applicable Certificate of Registration for Extended Warranty service for each covered product. Extended Warranty service does not cover products that have been defaced, altered, or damaged beyond repair.

If the covered product includes options, those options are covered during the term of the Extended Warranty, only when installed on the product for which they were designed. To obtain service for an option covered under Extended Warranty service, it may be necessary to present the option with the entire product.

If the Customer sells a covered product before the Extended Warranty service expires, the warranty coverage may be transferred to the new owner by submitting written notification from the original owner to Lexmark at:

Lexmark International, Inc.  
Lexmark Service, Dept. 331A/002-1  
740 West New Circle Road  
Lexington, Kentucky 40550

Lexmark Extended Warranty service is not a guarantee of uninterrupted or error-free use of a product. Extended Warranty service does not include repair of failures caused by: misuse, neglect, accident, modification, unauthorized attachments, disaster, operation outside the specified operating environment or beyond the limits of the product's duty cycle, improper maintenance by the Customer, use of media outside of Lexmark specifications, failure caused by service of the product by non-authorized servicers, or failure caused by a product, including non-genuine supply products or non-genuine service parts. Next Business Day service does not guarantee a specific service performance metric. Lexmark does not warrant the durability or longevity of prints produced by any product.

**Consumable and Repair Parts**

Consumable Parts require periodic replacement based on printer usage in order to maintain optimum performance of the product. Maintenance kits and other consumable parts are available from Lexmark for certain models. Some products display a maintenance reminder message at specified intervals based on pages printed. If required, product documentation directs the customer to install a maintenance kit or to contact a service representative for kit



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installation. Maintenance kits and other consumable parts are available at an additional charge to the customer. These parts are outside the scope of both the Lexmark Base Warranty and Extended Warranty offerings. Installation of maintenance kit components is generally the Customer's responsibility. If, however, a particular maintenance kit is not considered "Customer replaceable" by Lexmark, installation service will be included in the Extended Warranty. Lexmark is not responsible for failures caused by a Customer's failure to timely install maintenance kits.

Repair parts will be furnished on an exchange basis and may be new, equivalent to new or reconditioned. All returned parts and products become the property of Lexmark.

**Limitation of Liability**

The Customer's sole remedy under the terms and conditions of this Warranty Service is set forth in this section. For any claim concerning performance or nonperformance of Lexmark, or a Lexmark Remarketer, for a covered product under the terms and conditions of Lexmark Warranty Service, the Customer may recover actual damages up to the limits set forth in the following paragraph.

Lexmark's liability for actual damage from any cause whatsoever will be limited to the greater of 1) \$5000 or 2) the amount you paid for the product that caused the damage. This limitation of liability will not apply to claims for bodily injury, or damage to real property or tangible personal property for which Lexmark is legally liable. In no event will either party be liable for any damage caused by the other party's failure to fulfill its responsibilities under these terms and conditions. In no event will either party be liable for any lost profits, lost savings, incidental damage, or other economic consequential damages. This is true even if the other party is advised of the possibility of such damages.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY AGAINST INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties are limited in duration to the coverage period. No warranties, expressed or implied, will apply after this period. Lexmark may modify these terms and conditions at any time by either providing the customer with written notice or posting such revised terms on [www.lexmark.com](http://www.lexmark.com). Such revised terms shall be effective thirty days from the date of such written notice or posting.

**Payment / Cancellation**

This Extended Warranty contract will void if payment is not received by Lexmark within thirty (30) days of invoice. If the Customer makes payment to a reseller, the payment must be received by Lexmark within thirty (30) days of invoice in order for the Customer to receive uninterrupted service. Lexmark may terminate Extended Warranty coverage at any time for non-payment. The Customer or Lexmark may terminate the Extended Warranty coverage at any time with three (3) months prior written notice or Lexmark may post an end of service

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notification on [www.lexmark.com](http://www.lexmark.com). If Extended Warranty coverage is canceled in accordance with these terms, Lexmark will refund to the customer the remaining portion of the warranty price paid on a prorated basis after the notification period.

**Additional Rights**

Some states do not allow limitations on how long an implied service lasts, or do not allow the exclusion or limitation of incidental or consequential damages. If such laws apply, the limitations or exclusions contained in the terms and conditions of this Warranty Service may not apply.

This Warranty Service gives the Customer certain legal rights. The Customer may also have other legal rights which vary from state to state.

**Extended Warranty Descriptions****Exchange Service**

If the customer purchases Lexmark's Exchange Extended Warranty, defective printers covered under the warranty will be replaced with an exchange product from Lexmark. The exchange printer will be sent via next business day transportation (where available) for most laser printers and 3-5 day transportation for inkjet printers and consumer laser printers. (See documentation for specific details for your product model.) Unless specified by Lexmark, the Customer is required to return the defective product to Lexmark, in which case, the Customer must pack the product using the packing materials from the exchange product, attach the prepaid return shipping label, and deliver the packaged product to Lexmark's designated shipper. Failure to return the defective product within five (5) business days of the Customer's receipt of the exchange product will result in a Customer charge for the full price of the exchange product. The returned product becomes the property of Lexmark. At Lexmark's option, exchange products may be new, repaired, or may be a different model of new or repaired product of equal or greater capabilities. The exchange product becomes the property of the Customer when the defective product is received by Lexmark, at which time the exchange product assumes the remainder of the Extended Warranty from the defective product. The returned product must not be encumbered.

**On-site Service**

If the customer purchases Lexmark's On-site Extended Warranty, On-site service is provided at the Customer's business or home location. Next Business Day service will generally be provided if the request for service is received by 5:00 p.m., Customer local time, if the service location is within a 50 mile radius of a Lexmark Authorized Service Center (LASC) and overnight (A.M.) Lexmark parts delivery is available to the service location. One (1) additional business day may be required for service locations more than 50 miles from LASC and two (2) additional business days may be required for service in Hawaii and Alaska. Lexmark On-site Extended Warranty service is not available for all products. Please contact Lexmark or review your product documentation to determine if this option is available for your product model.



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**Repair and Return Service**

Certain models are eligible for repair and return of the defective product. If this option is available and the Customer chooses this option, the Customer is responsible for properly packing the product and delivering the product to the Lexmark designated carrier. Lexmark will provide packing materials if the original packing materials are no longer available. The Customer is responsible for any damage resulting from the Customer's improper packing of a product sent to Lexmark. Contact Lexmark to determine if this Repair and Return option is available for your product model. The Repair and Return option generally provides for repair of the product and return to the Customer within 5-7 business days. If a returned product cannot be repaired using commercially reasonable efforts, Lexmark at its discretion may provide a new, refurbished or repaired replacement product.