

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Master Agreement #: **140606**

Contractor: **XEROX CORPORATION**

Participating Entity: **STATE OF RHODE ISLAND**

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

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 State 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.



COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

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.

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

Name:	Rachael Jones Turner
Address:	5700 Warland Drive, #220A Cypress, CA 90630
Telephone:	310-258-6266
Fax:	
Email:	Rachael.Jones@Xerox.com

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:	Christopher.Piotrowski@purchasing.ri.gov

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).
 - 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 State Entity's Constitution or law will be deemed void, and of no force and effect.

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 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. The fee shall be

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

remitted to the State on a calendar quarterly basis beginning July 1, 2020. The fee must be received 30 days after a quarter concludes and inclusive of all purchases made using the contract.

The fee check should be sent to the care of MPA Coordinator; State of Rhode Island-Division of Purchases 1 Capitol Hill, 2nd Floor, Providence, RI 02908. The report can either be included with the quarterly check or email to the assigned buyer. The initial report will be sent to Chris Piotrowski at christopher.piotrowski@purchasing.ri.gov and the State will inform Xerox if this changes.

At a minimum the report will include: Purchasing Entity Name, Bill and Ship to Locations; Purchasing Entity and Contractor Purchase Order identifier/number(s) and Date of Order, Ship Date and Type (e.g. sales order, credit, determined by industry practices); and line item description, including product number on all products/services sold under the Master Agreement. This report can be a Rhode Island specific version of the NASPO quarterly report.

The reports and check payments are due on a calendar year quarterly basis and must be received by the Division of Purchases no later than thirty (30) days after the end of quarter.

- January 1 through March 31; due no later than April 30
- April 1 through June 30; due no later than July 31
- July 1 through September 20; due no later than October 31
- October 1 through December 21; due no later than January 31

7. Additional Security Requirement:

Contractor will be responsible for on-site maintenance of software, plus hardware (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 maintenance, including all updates, patches, bug fixes, service packs, hot fixes, 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. Such software updates will be considered accepted by the State once the equipment has successfully completed its diagnostic routines and has been turned over to the State for its use. Xerox will address any subsequent issues or concerns about the equipment through its provision of maintenance services.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

Contractor shall not use any software for services of any kind for a State 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 State Entity in writing within sixty (60) days upon announcement that software used for services of any kind for the State Entity, is nearing its end of life, end of support or is no longer supported by the original vendor. If 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 State Entity by company acquired.

The vast majority of Xerox black & white and full color multi-functional devices contain a comprehensive imaging overwrite feature. The image overwrite, when turned on at install, will overwrite the job data stored on the hard drive based on an On-Demand, Immediate, or Scheduled basis. Use of this overwrite function assures that the residual data from any copy, print, or scan will be overwritten using a U.S. Department of Defense recommended 3-pass process. The use of the Immediate or Scheduled feature ensures that the hard drive is sanitized following the overwrite program's execution without requiring any additional end-user or Xerox action. Upon written agency request Xerox will provide evidence of successful hard drive overwrite or scrubbing.

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 State 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 #140606 or this Participating Addendum.

PARTICIPATING ADDENDUM



COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

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. End of Term Notification: Contractor must notify the State 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 State 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 State 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 XEROX dealers and resellers authorized in the State of Rhode Island, as shown on the Xerox 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 Xerox. In such cases, Xerox will perform all invoicing functions. 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 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 #**140606** & State Contract # ~~3762054~~ **3767928** (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 program and rates (7) Attached SOW Template if applicable.

CP
3/29/22

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

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 State 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 State 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 State 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. In accordance with Section 5.1.20 of the Master Agreement, pending the resolution of the dispute, the State Entity or Purchasing Entity is expected to pay all undisputed amounts, including the Monthly Minimum Charge which is not subject to dispute. The monthly Minimum Charge will be clearly labeled on the 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.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

13. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase, lease, or rental providing the following conditions are met:

- a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and the meter count on Group C Devices does not exceed 50,000 copies total (i.e. b&w and color combined);
- b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and the Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

14. 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.

15. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor "Maintenance Service Level Agreement" provided in Participating Addendum **Exhibit A**, subject to the Order of Precedence in Paragraph 5. There shall be no automatic renewal.

16. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor "Managed Print Service Level Agreement" provided in Participating Addendum Exhibit B, subject to the Order of Precedence in Paragraph 5. Contractor(s) may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.

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.

17. 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 Participating Addendum **Exhibit C (MPS Statement of Work)** 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.

COPIERS & MANAGED PRINT SERVICES

Led by the State of Colorado

18. Force Majeure –A Force Majeure event under 6.9 of the Master Agreement does not relieve either party of its obligation to make payments due under the Order.
19. Additional Changes to the Department of Personnel and Administration and XEROX Corporation, Inc. Master Agreement 140606:
- a. Section 4.4.2.a.ix.1 shall be changed as follows: Shall be counted as One (1) click on Group A devices.
 - b. Section 4.4.2.a.ix.2 shall be changed as follows: May be counted as one (1) click on Group C Devices.
 - c. Section 4.4.3.b.iii.3 shall be changes as follows: The Target Level for Average Uptime will be changed to 96% or better.
 - d. Section 4.4.3.b.vii.1 shall be changed as follows: The response time will be four (4) hours for Urban, Rural and Remote.
 - e. Section 4.4.3.b.ix.2 shall be changed as follows: There will be no charge to a State Entity at all locations for this service.
 - f. Section 4.9.5 shall be changed as follows: Excessive requirements will be identified prior to ordering and be mutually agreed upon. There will be no charge for expedited shipping.
20. No 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.
21. 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 if form, 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.
22. 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.

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23. 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.

24. Prompt Payment: Any vendor receiving payments through the State's Controller's Office is eligible 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.

25. 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, total cost, start date and end date and (3) quantity of each line item delivered pursuant to this Master Price Agreement. 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.

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

27. Vendor agrees to the Information Technology and/or Cyber/Security insurance requirements in as established in State of Rhode Island General Conditions of Purchase Addendum A – Schedule A3 hereto.



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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: Xerox Corporation
Signature: <i>Amanda Rivers</i>	Signature: <i>Jamie Playfair</i>
Name: AMANDA RIVERS	Name: Jamie Playfair
Title: DEPUTY PURCHASING AGENT	Title: VP Finance, US Enterprise
Date: 3/29/2022	Date: 3/28/2022

[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:	tfosket@naspovaluepoint.org

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

**XEROX AMENDMENT TO
STATE OF RHODE ISLAND
NASPO VALUEPOINT PURCHASING ADDENDUM
REFERENCE # 3767928**



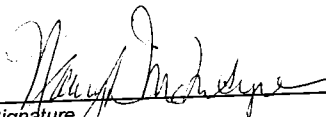
This Amendment ("Amendment") amends the NASPO ValuePoint Purchasing Addendum between the State of Rhode Island ("SORI") and Xerox Corporation ("Xerox") identified by contract number 3767928 (the "Agreement").

The parties agree that the Agreement is modified as described below:

1. This Amendment is effective ("Effective Date") as of the date signed by both parties.
2. **Section 10. Orders:** The State Contract number "3762054" is deleted and replaced by "3767928".
3. **Section 15. Maintenance Service Level Agreements:** This section is deleted in its entirety and replaced by "Purchasing Entities are subject to the Contractor "Standard Service Levels" provided in Section 4.4.3.b. of the Master Agreement as amended by Sections 19.c., 19.d. and 19.e. of the Agreement."
4. **Section 16: MPS Statement of Work Template:** The words "Participating Addendum Exhibit C (MPS Statement of Work)" are deleted and replaced by "Master Agreement Attachment H MPS Statement of Work".
5. **Section 26. Term:** The expiration date of December 31, 2021 is deleted and replaced by December 31, 2022.
6. Except as specified in this Amendment, the Agreement shall remain as stated.
7. Capitalized terms that are not defined in this Amendment shall have the same meaning assigned to them in the Agreement.
8. In the event of a conflict between the terms and conditions of the Agreement and this Amendment, this Amendment will control.

State of Rhode Island

Xerox Corporation

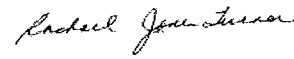


Signature
Nancy R. McIntyre

Name (Please Print)
State Purchasing Agent

Title
State of Rhode Island

Date
6/7/2022



Signature
Rachael Jones Turner

Name (Please Print)
Director, SLED Cooperative Contracts

Title
6/6/2022

Date