

**COPIERS & MANAGED PRINT SERVICES**  
Led by the State of Colorado

Master Agreement #: **140601**

Contractor: **LEXMARK INTERNATIONAL, INC.**

Participating Entity: **STATE OF MARYLAND**

**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 and Managed Print Services Master Agreement led by the State of Colorado for use by government entities, not including Maryland State Agencies, located in the State *Maryland* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.  
**This PA is for use by political subdivisions only. This does not include state agencies.**

*Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph 2 enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.*

2. Participation: This NASPO ValuePoint Master Agreement may be used by all institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of **Maryland**. 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

SALES CONTACT	
Name:	
Address:	
Telephone:	
Email:	

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

CONTRACT CONTACT	
Name:	Mary Beth Carter
Address:	740 West New Circle Road, Lexington, KY 40550
Telephone:	859/ 232-2116
Email:	marybeth.carter@lexmark.com

Participating Entity

Name:	Michael Haifley
Address:	45 Calvert Street Annapolis, Maryland 21401
Telephone:	410-260-7035
Fax:	N/A
Email:	Mike.Haifley@Maryland.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.

*Local jurisdictions may attach, or insert here, their required terms and conditions. The state of Maryland is not a party to any purchase made under this Participating Addendum and shall not be considered a responsible party any transactions shall be the responsibility of the purchasing entity.*

5. Lease Agreements:

Lease Terms: Equipment leases are subject to the terms and conditions as set forth in the Master Agreement, unless otherwise agreed to. To initiate a lease, Purchasing Entity may issue a purchase order ("PO") and reference the type of lease (FMV, Straight, or Capital Lease) on the PO or may simply sign other transactional documents deemed acceptable to the parties.

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

---

Assignment: Pursuant to Section 4.5.7(g) of the NASPO ValuePoint Master Agreement, Lessee hereby consents to the assignment by Lessor of all of its right, title and interest in the Lease and the Product (but none of Lessor's obligations with respect thereto) to a Third Party leasing company. In accordance with Section 4.5.5(a) of the NASPO ValuePoint Master Agreement, all billing shall continue to be invoiced in Lessor's name.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to 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.

6. Resellers: All contractors and resellers authorized in the State of **Maryland**, as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other 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.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #140601 (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.

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

8. 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) 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, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

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.

9. 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.

10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Group B may be converted to a purchase, lease, or rental providing the following conditions are met:
- a. The meter count on Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);

**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

- 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.
11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a participating state's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect, as applied to the participating or purchasing entity.
12. Maintenance Agreement: Purchasing Entities are subject to the Contractor "Maintenance Agreement" provided in Master Agreement **Attachment D (Maintenance Agreement)**.
13. 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 it must be approved by both parties prior to the initiation of any engagement.

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

Participating Entity: <i>State of Maryland</i>	Contractor: <b>Lexmark International, Inc.</b>
Signature: <i>Michael Haifley</i>	Signature: <i>Mark Deicher</i>
Name: Michael Haifley	Name: <b>Mark Deicher</b>
Title: Acting Chief Procurement Officer	Title: <b>Senior Contract Manager</b>
Date: July 27, 2023	Date: 9/18/23



**COPIERS & MANAGED PRINT SERVICES**

Led by the State of Colorado

---

*[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:jatkinson@naspovaluepoint.org">jatkinson@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.]***