

**MULTI-FUNCTION DEVICES AND RELATED
SOFTWARE, SERVICES AND CLOUD
SOLUTIONS**

Led by the State of Colorado

Master Agreement #: **187800**

Participating Addendum #: **N-2024-MFD-004**

Contractor: **XEROX CORPORATION**

Participating Entity: **STATE OF ALASKA**

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
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I – Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado per NASPO ValuePoint Master Agreement #187800 (“Master Agreement”), for use by state agencies and other government entities located in the State of Alaska, authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. Term: This Participating Addendum is effective as of the date of the last signature below, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

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3. Participation: This Participating Addendum may be used by all state agencies, political subdivisions, federally recognized tribes, and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Rachael Jones Director SLED Cooperative Contracts Public Sector / Healthcare Center of Excellence
Telephone:	818-620-5163
Email:	rachael.jones@xerox.com

Participating Entity

Name:	Ian Martin
Address:	PO Box 110214, Juneau, AK 99811-0214
Telephone:	(907) 465-5682
Email:	ian.martin@alaska.gov
Secondary Email:	DOA.OPPM.COE@alaska.gov

5. 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.

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CANCELLATION: By signing this Addendum, the Contractor certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to cancel this participating addendum (Alaska Administrative Order No. 352).

PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. Required Reports:** Contractor must submit quarterly reports to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel format) which will list the following information at the minimum: Purchasing Entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter (the State of Alaska operates on a fiscal calendar of July 1- June 30).

First Quarter: July 1 through September 30

Second Quarter: October 1 through December 31

Third Quarter: January 1 through March 31

Fourth Quarter: April 1 through June 30

- b. Administrative Fee:** Effective upon final signature, the Contractor shall submit payment via check (or ACH), payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.
- i. Contractor must include the PA Number on the check. The check must also reference the applicable fiscal quarter/year (or date span) to ensure proper receipt and accounting. Those checks submitted to the State without this information may be returned to Contractor for additional identifying information.
 - ii. Administrative fee checks shall be submitted to:

**State of Alaska
Department of Administration
ATTN: Office of Procurement and Property
Management
PO Box 110214
Juneau, AK 99811-0214**
 - iii. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the Participating Entity.



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- iv. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- v. Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Nov 15
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Feb 15
State Fiscal Quarter 3 (Jan 1 - Mar 31):	May 15
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Aug 15

- vi. If the contractor decides to make payment via ACH, this information can be obtained via email upon request from the Participating Entity contact.

- c. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract.

Shipping and Delivery Requirements

Shipping: Section 8.1 of the master agreement is incorporated into this participating addendum. Please see shipping requirements in section 8.1 of the master agreement document.

Purchasing Options for Executive Branch Agencies: All groups offered (A, B, C, D, E, F, G, H, I, Sub-Group G1, Sub-Group C1, Sub-Group C2, Sub-Group D1, Accessories for Discontinued Base Units, Maintenance Services for new, remanufactured, refurbished and legacy devices, MPS, and Supplies will be available to all State of Alaska agencies.

Supplemental Documents: The Contractor's Supplemental Documents are attached to the Master Agreement as **Attachment 1 through Attachment 18, as amended in the State of Alaska Participating Addendum.**

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Contractor or its Dealer/reseller will not require additional terms or conditions to be signed at any time unless agreed to via a duly authorized amendment to this Participating Addendum. No additional terms or conditions shall be added to a Purchasing Entity's order. If a Purchasing Entity mistakenly agrees to additional terms not included in this Participating Addendum or Master Agreement, those terms and conditions shall not be enforceable.

- a. Service Zones: The following table provides an alteration to the service zones included in the contract which will be utilized for awards in the State of Alaska:

SERVICE ZONE	DEFINITION
URBAN	All the surrounding communities, accessible by roadway, within a 60-mile radius of the closest Service Base Locations within Anchorage, Juneau, and Fairbanks.
REMOTE	All locations within Alaska that are outside the Urban Zone.

- b. Freight for Remote Installations: In the initial placement of a remote copier, the Contractor will be allowed to bill the ordering agency for actual freight charges from the nearest Alaska service center or the Alaska dealer that placed the order. Shipping charges shall be quoted to Purchasing Entity prior to order confirmation.

Remote installation must be completed within 45 calendar days of the equipment's delivery, unless otherwise authorized by the Purchasing Entity at the time of order.

- c. Remote Travel: The Contractor will be allowed to charge remote agencies for travel and per diem expenses. Those expenses are limited to established State of Alaska or ordering agency travel and per diem rates and policies in effect at the time of travel. It is the responsibility of the Contractor to comply with the travel policies of the ordering agency when traveling to remote locations. Service technicians are required to use the least expensive means of transportation reasonably available under the circumstances when traveling in the local area where the service is to be done. For example, if renting a car cost \$100 per day and required trips in a taxi would cost \$50, the technician must use a taxi. Agencies and the Contractor or their dealer should make every effort to work together to keep travel and per diem expenses to a minimum.

Website Requirement: The Contractor NASPO ValuePoint website for Alaska must include at a minimum the following:

- Detailed information regarding all the products and options available through this contract;
- Local sales contact information;
- Single point of contact for order and invoice issues;
- An escalation path for unresolved issues; and
- Instructions pertaining to remote device placements.

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6. Lease and Rental Agreements: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement and Xerox Corporation's applicable Supplemental Documents, which are attached to the Master Agreement. To initiate a lease or rental, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease or rental (FMV Lease, Straight Lease, Capital Lease, Short-Term Rental or Cancellable Rental) on the PO or may simply sign other transactional documents deemed acceptable to the parties, providing Contractor does not provide the Purchasing Entity with any documents (besides EULA's) that have not been approved by the Lead State.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to the State of Alaska, 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 fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement #187800 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Alaska. All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

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.

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7. Authorized Dealers: All Contractors and resellers authorized in the State of Alaska, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, and service support, 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.

8. Orders: Any order placed by a 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.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract #187800 & State Contract (Participating Addendum) # **N-2024-MFD-004**" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

9. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within five (5) business days after order is received at final destination, shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity 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 Contractors part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

10. 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 and may be purchased as a stand-alone option. NSP items will not include:

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- 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 or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

11. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B 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
 - b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and
 - c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.
12. 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, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor software pricing. 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, unless otherwise agreed to by a Participating State or Entity. 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.
13. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Maintenance Service Agreement as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.



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14. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Services Master Agreement" and "Sample MPS Statement of Work" as provided in Master Agreement, **Attachment 7** and **Attachment 8**, respectively, or a similar format approved by both parties. Contractor 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. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

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

Participating Entity: State of Alaska	Contractor: Xerox Corporation
Signature: 	Signature: 
Name: Ian Martin	Name: Chaley Henderson
Title: Contracting Officer	Title: Finance Director
Date: 8-5-2024	Date: August 5, 2024

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

PARTICIPATING ADDENDUM



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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@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.]***