

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

Led by the State of Colorado

Master Agreement #: **187800**

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
- 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 Participating State 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, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Rhode Island. 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):

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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:	Gerald Teixeira
Address:	One Capitol Hill, 2 nd Floor, Providence, RI 02908
Telephone:	401-574-8472
Fax:	
Email:	gerald.teixeira@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.

- Any Purchase Agreement arising from a Participating Addendum shall be subject to 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 located at <https://rules.sos.ri.gov/regulations/part/220-30-00-13> are hereby incorporated into this Participating Addendum with the following modifications:
 - **Section 13.8 Delivery.** Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of the customer's purchase order, except during times of product constraint. Xerox will inform the customer if a constraint condition exists and will provide a revised delivery date.
 - **Section 13.8.A (2) Risk of Loss.** Please note that the risk of the equipment's loss or damage will pass to the customer upon delivery. The State of Rhode Island self-Insures such capitol assets and shall respond with regard to a loss under such a self-insurance policy.

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- **Section 13.10.B (3) Product Acceptance.** The last sentence is deleted in its entirety and not replaced.
 - **Section 13.10.B (4) Product Acceptance.** The last sentence is deleted in its entirety and not replaced.
 - **Section 13.12.B Product Warranties.** All leased equipment proposed, in the Xerox solution will be covered under a Xerox Full-Service Maintenance Agreement (FSMA) for the initial full term of the lease. FSMA offers a worry-free investment with Xerox, as any device that Xerox cannot maintain in good working order (and thus is deemed defective by Xerox) will be replaced with a like model of similar features and functionality.
 - **Section 13.20.A. Termination for Default.** In order to terminate a service or device due to Xerox's performance failure, Xerox requires that the County notify Xerox in writing of the specific performance failure and provide Xerox 30-calendar days to correct the performance shortfall. The County can terminate the affected services or equipment without penalty if the performance failure is not corrected to the contracted specification. Please note the Xerox offer is based on a firm equipment installation commitment that cannot be terminated without penalty except for fiscal-year funds non-appropriation or an uncured Xerox default.
 - **Section 13.23. Force Majeure.** Xerox agrees that neither party will be in breach of its performance obligations if a force majeure event prevents the party from fulfilling those obligations. The customer's payment obligations will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Xerox is prevented from providing maintenance services. The payment suspension will continue until the end of the force majeure event or until Xerox restores the equipment to operating condition. If payment is suspended, the initial order term length of the affected units will be extended for a period equal to the customer's payment suspension.
- General Conditions Addendum A, Schedule A1: <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>.
 - Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
 - Vendor(s) must register in Ocean State Procures (OSP™) before a Participating Addendum may be executed.
 - Master Price Agreement Contract Administrative 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. 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.

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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.

- Quarterly Reporting and Administrative Fee Schedule: Usage reports are due within thirty (30) days following the end of quarter close. The usage report and administrative fee submission schedule is outlined in the table below. All reporting entries are based on Net Revenue Sale.

USAGE REPORT PROCESSING MONTH	USAGE REPORTS DUE BY	ADMINISTRATIVE FEE PAYMENT DUE BY
JANUARY 1 – MARCH 31	APRIL 30	MAY 31
APRIL 1 – JUNE 30	JULY 31	AUGUST 31
JULY 1 – SEPTEMBER 30	OCTOBER 31	NOVEMBER 30
OCTOBER 1 – DECEMBER 31	JANUARY 31	FEBRUARY 28

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease and Rental Agreements:

Lease and Rental Terms: 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, unless otherwise agreed to by a Participating State or Entity. 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 Rhode Island, 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

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set forth immediately above and this paragraph constitutes the required written notification to the State of Rhode Island.

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.

6. Authorized Dealers: All Contractors and resellers authorized in the State of Rhode Island, 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.
7. 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 #3902052" (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.

8. 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

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allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period 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.

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, and may be purchased as a stand-alone option. 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 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.

10. 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.

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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, 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.
12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.
13. 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.

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

Participating Entity: State of Rhode Island	Contractor: Xerox Corporation
Signature:	Signature: 
Name: Amanda Rivers	Name: C. Yvonne Hickey
Title: Deputy Purchasing Agent	Title: GM, Public Sector Center of Excellence
Date: 9/16/2024	Date: 

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

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.]***