

MA 18P 1602290000000000125  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 04/14/16

**Expiration Date:** 06/30/20

**Master Agreement Description:** Xerox Corporation  
Nevada RFP 3091

**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Requestor Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Extension to 6/30/2020.

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000097473

**Vendor Name**

XEROX CORP

**Alias/DBA**

**Vendor Address Information**

One Runway Road

South Portland, ME 04106

US

**Vendor Contact Information**

GabePolchies  
207-510-7045 ext.  
gabe@medocsolutions.com

**Vendor Information**

**Vendor Line #:** 1

<b>Vendor ID</b>	<b>Vendor Name</b>
VC1000097473	XEROX CORP
	<b>Alias/DBA</b>

**Vendor Address Information**

One Runway Road  
  
South Portland, ME 04106  
US

**Vendor Contact Information**

GabePolchies  
207-510-7045 ext.  
gabe@medocsolutions.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** XEROX CORP

**Commodity Line #:** 1

**Commodity Code:** 60072

**Commodity Description:** Xerox Copiers, Printers, and Related Devices (NASPO)

**Commodity Specifications:** See NASPO webpage for Master Agreement: <http://www.naspo.valuepoint.org/#/current-contracts/contractors/results/301>  
See attachment O for service level agreement.  
See attached lease template for end users.  
MA and DO's are subject to WSCA-NASPO Contract # 3091.

**Commodity Extended Description:** This Master Agreement is available for any state department or public entity to participate in. Delivery Orders for specific agreements will be submitted to this MA, including Copy Center agreements.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000

**Delivery Days** Free On Board

<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	04/14/16	06/30/20

**Catalog Name** Discount

0.0000 %

**Discount Start Date**

**Discount End Date**

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:

*Jaime Schorr*

4/13/2020

80E187761DD0460...

Signature

Date

Jaime C. Schorr, Chief Procurement Officer

Vendor

DocuSigned by:

*Gabe Polchies*

4/14/2020

00A2C5AFA9ED471...

Signature

Date

Gabe Polchies

President

Print Representative Name and Title

**PARTICIPATING ADDENDUM**  
**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**  
**COPIERS, PRINTERS & RELATED DEVICES 3091**  
**Administered by the State of Nevada (hereinafter "Lead State")**

MASTER AGREEMENT  
Xerox Corporation  
Nevada RFP 3091  
(hereinafter "Contractor")

And

State of Maine  
(hereinafter "Participating State")

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1. **Scope:** This addendum covers the Copiers, Printers & Related Devices 3091 lead by the State of Nevada for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

Contractor has been awarded devices and services in the following categories:

Group A – Convenience Copiers  
Group B – Production Copiers  
Group D - Printers

2. **Participation:** Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Agreement:**

i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

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C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**4. Leases**

If there are any terms and conditions which conflict with individual state or political subdivisions procurement laws, the parties will need to negotiate and amend the PA as

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appropriate.

**5. Primary Contacts:** The primary contact individuals for this participating addendum are as follows (or their named successors):

**Xerox National Contract Manager for Master and Participating Addendums**

Name	Annie Van Gilder, WSCA National Contract Manager for Xerox Corporation
Address	6120 E. Roland Street Mesa, AZ 85215
Telephone	480-588-8313
E-mail	<a href="mailto:annie.vangilder@xerox.com">annie.vangilder@xerox.com</a>

**Participating Entity – Contract Grant Specialist**

Name	Justin Franzose
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7337
Fax	207-287-6578
E-mail	<a href="mailto:Justin.Franzose@maine.gov">Justin.Franzose@maine.gov</a>

**Participating Entity – Procurement Manager**

Name	Terry Demerchant
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7334
Fax	207-287-6578
E-mail	<a href="mailto:Terry.L.Demerchant@maine.gov">Terry.L.Demerchant@maine.gov</a>

**6. Subcontractors:**

All Xerox dealers and resellers authorized in the State of Maine, as shown on the dedicated Xerox (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The Xerox dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**7. Purchase Order Instructions:**

**All orders** should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # 3091 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper

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ordering and installation of your unit.

**8. Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **MA 18P 1602290000000000125** and the Lead State price agreement number: 3091.

**9. Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number 3091 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: Maine	Contractor: Xerox Corporation
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By: <i>Kevin M. Scheirer</i>	By: <i>David Farrell</i>
Name: Kevin Scheirer	Name: <i>David Farrell</i>
Title: Operations Director, Division of Purchases	Title: <i>Finance Director</i>
Date: 4/11/16	Date: <i>4-4-16</i>

[Additional signatures as required by Participating State]

If you have questions about this Participating Addendum or the participation process, please contact:

**WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**

Name	Paul Stembler, Cooperative Development Coordinator
Telephone	651-206-3858
E-mail	<a href="mailto:paul.stembler@wsca-naspo.org">paul.stembler@wsca-naspo.org</a>

**[Fully executed PDF copy of this document should be emailed to [PA@wsca-naspo.org](mailto:PA@wsca-naspo.org) to support documentation of participation and posting in appropriate data bases]**

## Attachment O

### MODEL SERVICE LEVEL AGREEMENT (SLA)

The purpose of this model Service Level Agreement (SLA) is to provide the Participating Entities and Awarded Vendors with an example of a guarantee of service levels with penalties for failure to perform. This model SLA utilizes a scorecard method for the Customer level SLA and flat rate penalties for the Participating Entity. Awarded Vendors are to negotiate their own SLA with each Participating Entity at time of initiating the Participating Addendum. All parties are cautioned to utilize measurements that are reportable and measurable.

#### 1. Customer Level SLA

##### 1.1 Purpose

The purpose of this addendum is to define service levels; penalties for the performance of the service levels; as well as provide the Customer with a defined replacement process for equipment performing below expectations.

##### 1.2 Customer Service Level Agreement

Vendor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	96% or Better
Average On-Site Urban Response Time	4 Hours or Less
Average On-Site Rural Response Time	1 Working Day
Average On-Site Remote Response Time	4 Working Days
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

##### 1.3 Calculation of Service Level Points

Once per quarter, Vendor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart. These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
<b>Average Uptime</b>	98% or Higher	95.9% - 95%	94.9% - 94%	93.9% - 93%	92.9% or lower
<b>Possible Points</b>	4	3	2	2	0
	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
<b>Average On-Site Response Time (in Hours)</b>	4 or Less	4.1 – 5	5.1 - 6	6.1 - 7	7.1 or more
<b>Possible Points</b>	4	3	2	2	0
	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
<b>First Time Fix</b>	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
<b>Possible Points</b>	4	3	2	2	0

#### 1.4 Penalty Level

	<b>Target Level</b>	<b>Below Target 1</b>	<b>Below Target 2</b>	<b>Below Target 3</b>	<b>Below Target 4</b>
Total Score	12 – 10	9 – 7	6 - 4	3 – 1	0
Penalty/Award as a percentage of quarterly service and supplies billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

Vendor agrees that the penalty shall be awarded to the Customer as a credit provided, however, that the credit shall be applied solely against meter/impression charges reflected on subsequent invoices until the credit has been completely applied. If the Order associated with the SLA has expired or has been terminated, any remaining credit will be forfeited.

#### 1.5 Equipment Performance

Vendor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

<b>Group</b>	<b>Devices</b>	<b>Segments</b>	<b>Quarterly Uptime</b>
A	Copiers Black & White	All	96%
B	Copiers Color	All	96%
C	Wide Format Devices	All	96%
D	Printers (Color and Black &White)	All	96%
E	Digital Duplicators	All	96%
F	Scanners	All	96%

If any unit fails to maintain this level of performance between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit's ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously maintained by Xerox under a Xerox maintenance agreement. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier's payment requirements.

## **1.6 Additional Vendor Guarantees**

- 1.6.1 **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50 per incident that does not meet the turnaround time specified above to be credited on the next service bill.
- 1.6.2 **Loaner Unit/Backup Production** – Vendor agrees to provide a loaner or to measure uptime on an individual unit basis, with the following accepted exclusive remedy:
- i. Vendor agrees the vast majority of on-site equipment repairs will be completed within 12 business hours. However, in the unlikely event that the repair time exceeds 24 consecutive working hours, Xerox agrees as Customer's exclusive remedy, to provide a loaner if available; or
  - ii. At the Customer's option, to issue a service credit, equal to 1/30" of the equipment's monthly maintenance component for each day the equipment is inoperable and is not available for Customer's use, beginning with the day of the Customer's initial service call. Such credit may be applied against future meter charges only. Under no circumstance will any credits reduce the Monthly Minimum Charge. If an order associated with the SLA has expired or has been terminated, any remaining credit will be forfeited.

1.6.3 **Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the vendor’s part to maintain these levels as defined shall result in a \$50.00 per instance credit on the following invoice.

<b>Measurable</b>	<b>Service Level</b>
Timely Invoicing	Invoices will be submitted no later than the 25 <sup>th</sup> of the month immediately following the close of a billing period.
Accurate Invoicing	Invoices do not require any credits for miss-billing
Service Impressions	Vendor will credit all service run impressions within the same billing cycle

## 2. Reporting and Billing

- 2.1 **Timely Reporting** – Vendor shall produce reporting for the State within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.2 **Timely Payment of Administrative Fees** – Vendor shall produce payment for any State Specific Administrative Fee within 30 days of the closing of the reporting period. Failure to do so will result in a penalty of \$5.00 per work day beyond the 30 day period.
- 2.3 **Accuracy of Reporting** – The State may request at any point proof of the reporting accuracy through the data set supporting the reporting. If the State has reason to believe that multiple and systemic reporting errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State for the cost of the auditor as well as correcting any administrative fee errors.
- 2.4 **Accuracy of Billing** – The State may request at any point proof of the billing accuracy through the data set supporting the billing. If the State has reason to believe that multiple and systemic billing errors exist, that cannot be corrected to the State’s satisfaction; the State may require an audit by a third party. If errors are found, the Successful vendor must reimburse the State for the cost of the auditor as well as correcting any billing errors.
- 2.5 **Penalties** – All penalties under this, section two (2) of the Service Level Agreement, shall be payable to the State.

## AGREEMENT FOR THE LEASE OF EQUIPMENT

A Contract Between the State of Maine  
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)

and

Xerox Corporation

1. **LEASE TERM.** This Agreement shall be effective from March 1<sup>st</sup>, 2016 to December 31<sup>st</sup>, 2019, unless sooner terminated by either party as set forth in this Agreement in paragraph 7.
2. **DEFINITIONS.** "State" means the State of Maine and any state agency identified herein, its officers, and employees. "Lease Term" means the term of the Agreement set forth in Section 1. "Leased Equipment" means the equipment described in Attachment A and any equipment replaced by Lessor during the term of this Agreement. "Lessor" means a person or entity from whom the State has leased equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **NOTICE.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered personally in hand, (b) delivered by telephonic facsimile or email with simultaneous regular mail, or (c) mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above. For purposes of computing times from service of notice, service of notice by delivery in hand shall be effective on the date of delivery; notices that are mailed shall be effective on the third calendar day following the date of mailing.
4. **INCORPORATED DOCUMENTS.** This Agreement incorporates the following attachments in descending order of constructive precedence; a Lessor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement: Attachment A: Schedule of Leased Equipment and Lease Payment.
5. **CONSIDERATION (RENT).** The parties agree that for the Lease Term set forth in Section 1 above, Lessor leases to the State the equipment described in Attachment A, for the lease payments set forth in Attachment A, with the total Agreement or installments not to exceed \$650,000, excluding meter charges and late fees. Lessor's Service obligations on the Leased Equipment shall conform to the terms of the WSCA-NASPO Master Agreement and the State's Participating Agreement. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated documents. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may be required.
6. **POSSESSION AND RETURN OF LEASED EQUIPMENT.** The State shall have possession of the Equipment for the Term set forth in Section 1, above, unless this Agreement is earlier terminated in accordance with Section 7, below. Lessor covenants that it has good title to the Leased Equipment. At the expiration of the term of this Agreement, the State shall make the Leased Equipment available to Lessor for pickup at the State's premises. If the State is not in breach of this Agreement, all costs of removing and transporting the Equipment at the expiration of the Lease Term shall be the responsibility of Lessor. Risk of loss of the equipment rests with Lessor until the Leased Equipment is delivered to the State's designated location and delivery is accepted by the State. For purposes of this Participating Addendum, unless an Order is preceded by a trial order, the equipment will be considered accepted upon installation of the equipment by Lessor, after the equipment successfully runs all required diagnostic routines, and the equipment is turned over to the State for use. For equipment installed by Lessor Risk of loss will pass to the State upon acceptance and for equipment designated as "Customer Installable," the equipment delivery date. The term for a lease Order shall

commence upon acceptance of the Equipment; provided, however, for "Customer-installable" Equipment, the term for a lease Order shall commence upon delivery of the Equipment.

7. TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding this Agreement may be terminated upon written notice by mutual consent of both parties.

b. Termination With Penalty. Leases may be bought out and returned to Lessor, although operational, non-cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments on equipment. For service/maintenance the termination charge will not exceed more than the four (4) month service and supply base charge or 25% of the remaining term, whichever is less. For purposes of this Participating Addendum, the State will be in default under this Agreement or Lease order if (1) Lessor does not receive any payment within forty-five (45) days after the date it is due or (2) if the State breaches any other obligation hereunder. If the State defaults, Lessor, in addition to its other remedies (including the cessation of Basic Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of:

(i) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one percent (1%) per month (not to exceed the maximum amount permitted by law);

(ii) the Lease Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Lessor's books and records) remaining in the initial Term of a Lease order, discounted at 4% per annum; and

(iii) all applicable Taxes.

Except for applicable taxes, the charges to be assessed under this provision shall apply only to operational, non-cancelable rentals and capital leases, and the total charges shall not exceed the amounts allowed under Section 5.4.2.3 of RFP # 3091. Interest, late charges or lease minimum payments under this subsection shall not be assessed if termination is required due to an event of non-appropriation of funds or termination of funding to a government entity.

The State will notify Lessor and make the Equipment available for removal by Lessor in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default.

c. State Termination for Non-appropriation. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective immediately upon service of written notice (or any subsequent date specified therein) if for any reason the Leasing Agency's funding from State and/or federal sources is not appropriated or is withdrawn, or limited.

d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice to other party for any material breach or default by the other party of any terms, conditions, covenants, or obligations of this Agreement pursuant to the WSCA-NASPO Master Agreement. Upon the occurrence of an event of default, the State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Lessor shall have an opportunity to cure the default. The State shall not be required to provide advance written notice or a cure period and may immediately terminate this Participating Addendum in whole or in part if the State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Lessor's liability for damages, including liquidated damages to the extent provided for under the WSCA-NASPO Master Agreement..

8. INSURANCE. Lessor shall procure, maintain and keep in force for the duration of this Agreement, insurance conforming to the requirements of the WSCA-NASPO Master Agreement and the State's Participating Addendum to the Master Agreement, naming the State of Maine as additional insured on any general liability policies by specific endorsement, or by a blanket additional insured endorsement. At Lessor's request, the State of Maine shall provide to Lessor proof that the Leased Equipment is covered for the value thereof against property loss or damage while in State's possession by the State's program of self-insurance.

9. WARRANTY AND MAINTENANCE OF EQUIPMENT. All services performed under this Agreement shall be of workmanlike quality, consistent with the standards of the trade, profession or industry. Lessor shall assign to the State all manufacturer's warranties on the Leased Equipment,



which shall be not less than a full six months warranty. Lessor shall be responsible for ongoing service and maintenance of the Leased Equipment for the duration of the Lease Term.

- 10. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Maine, without giving effect to any principle of conflict of laws that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the State of Maine for enforcement of this Agreement.
- 11. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.
- 12. AGREEMENT AND MODIFICATION. This Agreement is made pursuant to the WSCA-NASPO Master Agreement identified above, and the Participating Addendum to that Master Agreement between the State of Maine and Lessor, the terms of which are incorporated herein by reference. Except as to the term of this Agreement or the schedule of lease payments, any amendments to the WSCA-NASPO Master Agreement or the State's Participating Addendum shall apply to this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
Lessor's Signature (Vendor)

\_\_\_\_\_  
Date Lessor's Title

\_\_\_\_\_  
Leasing Agency Signature

\_\_\_\_\_  
Date Title

## Xerox Group A Product Catalog Overview, Updated June 30, 2017

**Bundled Configurations and Accessories Details Displayed On Xerox Pricing Exhibits**

**All Group A Products EXCEPT the V80/V180 Include Staples**

### GROUP A - OFFICE

Segment	B&W PRODUCTS	Segment	COLOR PRODUCTS
A2	WC5325/T/P/PT	A2	W7220P/PT
A2	B7025	A2	W7225P/PT
A2	B7030	A2	W7830PT
A2	WC5330/T/P/PT	A2	C8030
		A2	C7020S
		A2	C7025S
		A2	C7030S
A3	WC5335/T/P/PT	A3	W7535-3T
A3	B7035	A3	W7835PT
A4	5945APT	A3	C8035
A4	B8045	A4	W7845PT
		A4	C8045
A4	5955APT	A4	W7556-HCT
A4	B8055	A4	W7855PT
A4	5865APT	A4	C8055
A4	B8065	A5	W7970P
A5	5875APT	A5	C8070
A5	B8075	A5	2CQ9303
A5	5890APT	A5	XC60
A5	B8090	A5	XC70
		A5	V80B
		A5	V180B
		A5	V80P
		A5	V180P

### GROUP A - Software

DocuShare Standard Server License V6.6	SMARTdocument Travel Expressv5.0
DocuShare Express Server License v6.6	SMARTdocument Travel v5.0
DocuShare Educational Server License V6.6	Xerox Print Management & Mobility Suite (XPMMS)
Content Rules Manager (6AY)	Secure Access v.5
Application Connector	ConnectKey for Sharepoint

## Xerox Group B Product Catalog Overview, Updated June 30, 2017

**Bundled Configurations & Accessories Details Displayed On Xerox Pricing Exhibits**  
**Group B Products DO NOT Include Staples Except the D95/D110/D125CP**

### GROUP B - Production

Segment Change Date	B&W PRODUCTS		Segment Change Date	COLOR PRODUCTS
B6	D95CP		B6	Versant 2100
B6	D110CP		B6	Versant 3100
B6	D110PTR			
B7	D125CP			
B7	D125PTR			
B7	D136CP			

### GROUP B - Print Servers/Controllers - Market Code Updates October 2016

FFSRVR		EX2100 Print
EFISVR		2100 FreeFlow
EFRSV95		EXP2100
EFISVR136		EX1000i
FFSRVR136		FPPS1000i

### GROUP B - Software - Updated October 2016

FreeFlow Print Manager		FreeFlow Output Manager
FreeFlow Core Software		FreeFlow Make Ready
FFEX-1		FreeFlow IV Design Express
FFPMAPP		XMPIE PE - Added 7/1

## Xerox Group D Product Catalog Overview June 30, 2017

**Bundled Configuration Details & Accessories Displayed On Xerox Pricing Exhibits**

### GROUP D - Printers and A4 Multifunction

Segment	B&W PRODUCTS	Segment	B&W/COLOR PRODUCTS
		D1	Phaser 6500
D2	WorkCentre 3615	D2	Phaser 7100
D2	WorkCentre 3335DNI	D2	Phaser 7500
D2	WorkCentre 6605DN	D2	WorkCenter 6655
D2	WorkCentre 3345DNI	D3	Phaser 6700
D3	Phaser 3610	D3	Phaser 7800
D3	WorkCentre 3655	D3	ColorQube 87580DN
D3	WorkCentre 6655	D3	ColorQube 8700XF2
D3	WorkCentre 4265	D3	ColorQube 8880DN
D3	Phaser 4622	D3	ColorQube8900X2
D3	VersaLink B400DN	D3	VersaLink B405DN

Solicitation #: 3091

**AMENDMENT # 01**  
**TO MASTER AGREEMENT NUMBER 3091**  
 A Contract for the NASPO ValuePoint Cooperative Purchasing Program  
 Acting by and through the State of Nevada (Lead State)

Agency Name:	Department of Administration, Purchasing Division
Address:	515 East Musser Street, Suite 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Teri Becker
Phone:	775-684-0178
Email:	<a href="mailto:tbecker@admin.nv.gov">tbecker@admin.nv.gov</a>

Contractor Name:	Xerox Corporation
Address:	201 Merritt 7
City, State, Zip Code:	Norwalk, CT 06851
Contact:	Rachael Jones
Phone:	310-258-6266
Email:	<a href="mailto:rachael.jones@xerox.com">rachael.jones@xerox.com</a>

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #3091 remain in full force and effect with the exception of the following:
  - A. The Contract term shall be extended to March 31, 2020 to allow time for execution of new Participating Addenda to the new NASPO ValuePoint Contracts awarded as a result of RFP RFP-NP-18-001 and led by the State of Colorado. During the extended time, no new PA's will be accepted under Nevada Contract 3091.
2. **INCORPORATED DOCUMENTS.** Original Contract 3091 is incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Administrator of the Purchasing Division of the lead State.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Solicitation #:	3091
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*Rachael Jane Turner*      11/21/19  
Independent Contractor's Signature      Date

SLED Cooperative Contracts Manager  
Independent Contractor's Title

*Kevin D. Doty*      11/22/19  
Kevin D. Doty      Date

Administrator, Purchasing Division  
On behalf of NASPO ValuePoint as Lead State  
Title

**AMENDMENT # 02**  
**TO MASTER AGREEMENT NUMBER 3091**  
A Contract for the NASPO ValuePoint Cooperative Purchasing Program  
Acting by and through the State of Nevada (Lead State)

Agency Name:	Department of Administration, Purchasing Division
Address:	515 East Musser Street, Suite 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Teri Becker
Phone:	775-684-0178
Email:	<a href="mailto:tbecker@admin.nv.gov">tbecker@admin.nv.gov</a>

Contractor Name:	Xerox Corporation
Address:	201 Merritt 7
City, State, Zip Code:	Norwalk, CT 06851
Contact:	Rachael Jones
Phone:	310-258-6266
Email:	<a href="mailto:rachael.jones@xerox.com">rachael.jones@xerox.com</a>

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #3091 remain in full force and effect with the exception of the following:
  - A. The Contract term shall be extended to June 30, 2020 to allow time for execution of new Participating Addenda to the new NASPO ValuePoint Contracts awarded as a result of RFP RFP-NP-18-001 and led by the State of Colorado. During the extended time, no new PA's will be accepted under Nevada Contract 3091.
2. **INCORPORATED DOCUMENTS.** Original Contract 3091 is incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original Contract shall not become effective until and unless approved by the Administrator of the Purchasing Division of the lead State.

Solicitation #:	3091
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IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

Richard J. Turner                      3/19/2020                      SLED Cooperative Contracts Manager  
Independent Contractor's Signature                      Date                      Independent Contractor's Title

Kevin D. Doty                      3/20/2020                      Administrator, Purchasing Division  
Kevin D. Doty                      Date                      On behalf of NASPO ValuePoint as Lead State  
Title