

MASTER AGREEMENT AMENDMENT

Amendment # 3	Master Agreement # 140606	Amendment CMS # 175076
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1. PARTIES

This Amendment to the above-referenced Master Agreement (“Contract”) is entered into by and between **Xerox Corporation** (hereinafter called “Contractor”), and the **State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office** (hereinafter called the “State”), and collectively referred to as the “Parties.”

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

- A. The Parties entered into a Master Agreement effective August 7, 2019, that authorized Participating States and Entities to execute Participating Addenda with the Contractor for Copiers and Managed Print Services, as set forth in the NASPO ValuePoint Master Agreement, Contract number 140606.
- B. The Contract was extended for an additional term beginning on January 1, 2022 and ending on December 31, 2022, via the issuance of Amendment #1, CMS #170834, which was executed on August 17, 2021.
- C. The Master Agreement was amended to 1) Include Baltoro Equipment and its associated documents, 2) Renamed Attachment N to Attachment N-1 and 3) Modified the language in Section 4.1.4, via Amendment #2, CMS #172045, which was executed on November 2, 2021.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

- A. **Section 3.1.3** of the Master Agreement shall be modified as follows:
 - “a) All requested price increases must include documentation from the Contractor which provides a detailed explanation for the increase. While there will not be any restrictions regarding direct and indirect cost increases, it will be at the Lead State’s sole discretion to determine if the requested increase has a direct correlation to the Goods and Services being offered under Contract.”
 - “b) Reserved.”
- B. **Section 3.1.7** of the Master Agreement shall be modified as follows:

“Product updates are required by the 6th of the month and shall go into effect upon approval by the Lead State.”
- C. **Section 3.1.10** of the Master Agreement shall be modified as follows:

“Price Lists received after the 6th of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor’s Price Lists may delay the approval process further.”
- D. **Section 3.6.3**, Revising Pricing and Products, shall be struck in its entirety and replaced with “Reserved.”
- E. **Section 4.4.3(b)(i)**, End-User Training shall be modified as follows:

“1) Purchasing Entity may request an initial one-hour training session for each Device ordered under the Contract. Contractor shall provide this initial training, free of charge, via one of the following delivery methods: On-site, web-based, or on-line. The delivery method selected for each Device will be at Contractor’s sole discretion. Purchasing Entity should be advised that while this initial one-hour of free training shall be provided by Contractor at Purchasing Entity’s request, Contractor will not provide substitutions (e.g. free supplies, deeper discounts, etc.) in lieu of this training.

“2) Purchasing Entity may also request an initial, one-hour training session for technical support, which shall include network connectivity and print driver installation. Contractor shall provide this initial training free of charge, via a delivery method mutually agreed upon by Contractor and Purchasing Entity.”

“4) Contractor shall offer additional on-site, web-based or online one-hour training sessions for a flat rate fee via a delivery method mutually agreed upon by Contractor and Purchasing Entity. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.”

“5) Contractor must provide on-site, off-site, web-based or online operational training to designated Purchasing Entity personnel, via a delivery method mutually agreed upon by Contractor and Purchasing Entity, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement. For Group C Devices, operational training for designated Purchasing Entity personnel must be provided on-site or off-site, in person.

7. START DATE

This Amendment shall take effect on the Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Master Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

CONTRACTOR Xerox Corporation Rachael Jones By: _____ Title: Director, SPED Cooperative Contracts _____ <i>Rachael Jones</i> _____ Signature Date: 5/9/2022	STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration Tony Gherardini, Executive Director _____ <i>John Chapman</i> _____ By: John Chapman, State Purchasing Manager Date: 6/1/2022
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Rachael Kamlet

 Date: 6/2/2022