



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

XEROX CORPORATION
C/O BLACKSTONE VALLEY OFFICE SYSTEMS
6 BLACKSTONE VALLEY PL
STE 203
LINCOLN, RI 02865
United States

Amendment Date: 30-JUN-15
Original Award Date: 31-MAY-11
Buyer: C Melillo
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 3549

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 5 Award Number 3232230 Effective Period 01-MAY-11 - 30-SEP-15	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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COPIERS - XEROX - B&W, COLOR, PRODUCTION B&W, PRODUCTION COLOR, WIDE FORMAT (MPA-337)

Description		Bid Number	Change Order Req#		
COPIERS - XEROX - B&W, COLOR, PRODUCTION B&W, PRODUCTION COLOR, WIDE FORMAT (MPA-337)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3344379 DATED 6/30/15 MPA #337 CHANGE EFFECTIVE PERIOD: FROM: 5/1/11 - 6/30/15 TO: 5/1/11 - 9/30/15 PER WSCA CONTRACT #1715			

STATE PURCHASING AGENT

Nancy R. McIntyre



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

XEROX CORPORATION
 C/O BLACKSTONE VALLEY OFFICE SYSTEMS
 6 BLACKSTONE VALLEY PL
 STE 203
 LINCOLN, RI 02865
 United States

Amendment Date: 18-MAR-15
 Original Award Date: 31-MAY-11
 Buyer: C Melillo
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 3549

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 4 Award Number 3232230 Effective Period 01-MAY-11 - 30-JUN-15	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

COPIERS - XEROX - B&W, COLOR, PRODUCTION B&W, PRODUCTION COLOR, WIDE FORMAT (MPA-337)

Description			Bid Number	Change Order Req#	
COPIERS - XEROX - B&W, COLOR, PRODUCTION B&W, PRODUCTION COLOR, WIDE FORMAT (MPA-337)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3232230 DATED 5/31/11 MPA #337 CHANGE EFFECTIVE PERIOD: FROM: 5/1/11 - 3/31/15 TO: 5/1/11 - 6/30/15 PER WSCA CONTRACT #1715			

STATE PURCHASING AGENT
Nancy R. McIntyre



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

XEROX CORPORATION
 C/O BLACKSTONE VALLEY OFFICE SYSTEMS
 6 BLACKSTONE VALLEY PL
 STE 203
 LINCOLN, RI 02865
 United States

Amendment Date: 21-NOV-14
 Original Award Date: 31-MAY-11
 Buyer: C Melillo
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 3549

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 3 Award Number 3232230 Effective Period 01-MAY-11 - 31-MAR-15	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

COPIERS - XEROX - B&W, COLOR, PRODUCTION B&W, PRODUCTION COLOR, WIDE FORMAT (MPA-337)

Description		Bid Number	Change Order Req#		
COPIERS - XEROX - B&W, COLOR, PRODUCTION B&W, PRODUCTION COLOR, WIDE FORMAT (MPA-337)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3232230 CONTACT INFORMATION HAS BEEN UPDATED: CONTACT PERSON: MIKE HOGAN MAJOR ACCOUNT SPECIALIST PHONE: (401) 334-2400 EXT 28037 CELL: (401) 429-3556 EMAIL: mhogan@bvos.com			

STATE PURCHASING AGENT
Nancy R. McIntyre



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

XEROX CORPORATION
C/O BLACKSTONE VALLEY OFFICE SYSTEMS
6 BLACKSTONE VALLEY PL
STE 203
LINCOLN, RI 02865
United States

Amendment Date: 15-MAY-14
Original Award Date: 31-MAY-11
Buyer: C Melillo
Phone #:
FOB: Destination
Terms: NET 30
Vendor # 3549

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 2 Award Number 3232230 Effective Period 01-MAY-11 - 31-MAR-15	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States

COPIERS - XEROX - B&W, COLOR, PRODUCTION B&W, PRODUCTION COLOR, WIDE FORMAT (MPA-337)

Description			Bid Number	Change Order Req#	
COPIERS - XEROX - B&W, COLOR, PRODUCTION B&W, PRODUCTION COLOR, WIDE FORMAT (MPA-337)					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3232230			
		EFFECTIVE PERIOD EXTENDED TO 3/31/15			

STATE PURCHASING AGENT
Lorraine A. Hynes
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

XEROX CORPORATION
C/O BLACKSTONE VALLEY OFFICE SYSTEMS
6 BLACKSTONE VALLEY PL
STE 203
LINCOLN, RI 02865

COPIERS - XEROX - B&W, COLOR,
PRODUCTION B&W, PRODUCTION
COLOR, WIDE FORMAT (MPA-337)

Award Number 3232230
Effective Period: 01-MAY-11 - 30-JUN-12

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MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST,RI MPA
United States

Date: 31-MAY-11
Buyer: C Melillo
Shipping: Paid
Terms: NET 30
Vendor#: 3549

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MASTER PRICE AGREEMENT
SEE BELOW
RELEASE AGAINST,RI MPA
United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

BLANKET REQUIREMENTS: 5/1/11 - 6/30/12
WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS

MASTER PRICE AGREEMENT #337
WSCA #1715

COPIERS, B&W, COLOR AND PRODUCTION B&W AND PRODUCTION COLOR AND WIDE FORMAT WITH FULL SERVICE
MAINTENANCE AND SUPPLIES

PRICING: www.portal.xerox.com/Rhodelsland

SUPPLIER CONTACT:
ANTHONY MARINO, BRANCH MGR
BLACKSTONE VALLEY OFFICE SYSTEMS
6 BLACKSTONE VALLEY PLACE, SUITE 203
LINCOLN, RI 02865
(401) 334-2400 X 1706 OFFICE
CELL (401) 334-1515
EMAIL: amarino@bvos.com

STATE PURCHASING AGENT

Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

REQUISITION PREPARATION INSTRUCTIONS (REVISED)

FOR LEASE OR PURCHASE PLUS MAINTENANCE AND OVERAGE CHARGES PER MPA-337 (WSCA CONTRACT #1715)

(The Remi Group is no longer quoting on maintenance for photocopiers)

DO NOT RELEASE OFF OF MPA #337

AGENCIES MUST ISSUE A ZERO DOLLAR REQUISITION REQUESTING A BLANKET PURCHASE ORDER WHETHER THIS IS A **LEASE OR A PURCHASE.**

REQUISITION MUST INCLUDE:

- A COPY OF THE VENDOR'S QUOTE FOR THE MACHINE, TO INCLUDE ACCESSORIES, MAINTENANCE, HOW MANY COPIES ARE INCLUDED IN THIS MONTHLY MAINTENANCE, AND OVERAGE RATE
- BLANKET DATES
- CONTROL VALUE
- AGENCY CONTACT NUMBER
- LOCATION OF THIS PHOTOCOPIER

LINE 1 OF THE REQUISITION SHOULD INDICATE LEASE OR PURCHASE AND THE BRAND AND MODEL OF THE PHOTOCOPIER AS WELL AS ALL ACCESSORIES INCLUDED WITH THIS PHOTOCOPIER

- THE UNIT PRICE COLUMN SHOULD REFLECT TOTAL MONTHLY LEASE PRICE OR TOTAL PRICE IF THIS IS A PURCHASE
(If a purchase, the agency will release once off of this line item for the full amount of the purchase)

LINE 2 OF THE REQUISITION SHOULD INDICATE MONTHLY MAINTENANCE FEE AND HOW MANY COPIES ARE INCLUDED PER MONTH FOR THIS FEE

- THE UNIT PRICE COLUMN SHOULD REFLECT THIS MONTHLY PRICE

OR

IF THE MAINTENANCE IS BASED ON A PER COPY PRICE ONLY, THIS PRICE SHOULD APPEAR IN THE **DESCRIPTION.** THE UNIT PRICE COLUMN SHOULD BE \$1.00 AS THIS PRICE IS USUALLY A THREE OR FOUR DIGIT DECIMAL AND ROUNDING MAY BE AN ISSUE; THEREFORE, IT WILL BE PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE. IN THIS CASE, YOU WILL **NOT** HAVE AN OVERAGE CHARGE AND LINE 3 WILL **NOT** APPLY

LINE 3 OF THE REQUISITION SHOULD INDICATE THE OVERAGE COST PER COPY OVER THE ALLOWABLE MONTHLY COUNT (EXAMPLE: .0036)

- THE UNIT PRICE COLUMN SHOULD BE \$1.00 AS THE OVERAGE IS USUALLY A THREE OR FOUR DIGIT DECIMAL AND ROUNDING MAY BE AN ISSUE; THEREFORE, IT WILL BE PAID AT \$1.00 FOR EVERY \$1.00 OF ALLOWABLE EXPENSE

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....	II
PURCHASE ORDER STANDARD TERMS AND CONDITIONS	II
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER	II
INSURANCE REQUIREMENTS (ADDITIONAL)	II
BLANKET PAYMENT	II
EQUAL OPPORTUNITY COMPLIANCE	II
PURCHASE AGREEMENT AWARD	II
AUTHORIZATION AND RELEASE	II
MULTI YEAR AWARD	III
CAMPAIGN FINANCE COMPLIANCE	III
TERMS AND CONDITIONS OF PRICING AGREEMENT	III

Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the

Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056)

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009 Pub L No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009 Pub L.No 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8 2 1 1 2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY - If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING - All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

MULTI-FUNCTION MANUFACTURER COPIER CONTRACT AWARDS

GROUPS A & B GROUP C GROUP D GROUP E

WALK UP – B&W PRODUCTION B&W PRODUCTION COLOR WIDE FORMAT

/COLOR

RICOH AMERICA	TOSHIBA	TOSHIBA	RICOH AMERICA
KONICA MINOLTA	RICOH AMERICA	XEROX CORP	XEROX CORP
SHARP ELECTRONICS	XEROX CORP	RICOH AMERICA	XEROX CORP
XEROX CORP	OCE IMAGISTICS		
OCE IMAGISTICS			

ABOVE ARE THE GROUPS INCLUDED IN THE CONTRACT FOR COPIERS.
 THE MANUFACTURERS LISTED ARE THOSE WITH CONTRACTS TO REPRESENT EACH GROUP.
 THE MANUFACTURERS ARE LISTED BY PRICE RANKING FOR EACH GROUP, LOWEST TO HIGHEST.
 REFER TO EACH CONTRACT ORDER NUMBER FOR REPRESENTATIVES OF THESE MANUFACTURERS.
 PRICING WILL BE INCLUDED IN EACH OF THE CONTRACT FOR THE MANUFACTURERS.
 PRICING IS FOR PURCHASE, LEASE WITH \$1.00 BUYOUT, MAINTENANCE AND SERVICE.

6/1/2011