

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

TO: Xerox Corporation
201 Merritt 7
Norwalk, CT 06851

DATE ISSUED: April 3, 2018

CONTRACT NO: 18-168-R

CONTRACT TITLE: Managed Print Solutions

THIS IS A NOTICE OF CONTRACT AWARD AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective April 3, 2018, and expires February 28, 2021.

If TCPN renews their agreement identified in Attachment A, the County may elect to renew this Agreement for two (2) renewal periods under the same contract unit prices for not more than two (2) additional 12 month periods from March 1, 2021 to February 28, 2023.

The contract documents consist of the terms and conditions of Arlington County Rider Agreement No. 18-168-R, and TCPN's Contract No. R171406, including any exhibits, attachments or amendments thereto.

ATTACHMENTS:

ARLINGTON COUNTY RIDER AGREEMENT NO. 18-168-R, DATED APRIL 3, 2018.

CONTRACT PRICING:

REFER TO ARLINGTON COUNTY AGREEMENT NO. 18-168-R AGREEMENT ATTACHMENT B.

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEES SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Shirley Brewington

TELEPHONE NO: (240) 370-9886

EMAIL ADDRESS: Shirley.brewington@xerox.com

COUNTY CONTACT: Kathryn McCarty

TELEPHONE NO: (703) 228-3263

EMAIL ADDRESS: kmccarty@arlingtonva.us

CONTRACT AUTHORIZATION



MICHAEL BEVIS
PURCHASING AGENT

April 3, 2018

DATE

DISTRIBUTION:

Contract File: 1 Contractor: 1 Project Officer: 1 Purchasing Admin: 1

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 18-168-R

THIS RIDER AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Xerox Corporation 201 Merritt 7, Norwalk, CT 06851 ("Contractor"), a (New York) (corporation) authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and ATTACHMENT A (NATIONAL IPA/REGION 4 ESC ("TCPN") CONTRACT NO. R171406), ATTACHMENT B (XEROX'S TCPN CONTRACT NO. R171406 EQUIPMENT ONLY PRICING FOR ARLINGTON COUNTY), ATTACHMENT C (TCPN'S AWARD LETTER ISSUED TO XEROX FOR CONTRACT NO. R171406), and ATTACHMENT D (STATEMENT OF WORK), with all incorporated herein by reference and forming, collectively, "Contract Documents" or "Contract".

This Agreement rides a competitive procurement process conducted by TCPN. The Contractor desires to extend to the County the same pricing as the Contractor's agreement with TCPN.

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than February 28, 2021 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor, and with the concurrence of the Contractor, if TCPN renews their agreement identified in Attachment A, the County may elect to renew this Agreement for two (2) RENEWAL PERIODS, under the same contract unit prices for not more than two (2) additional twelve (12) month periods from MARCH 1, 2021 to FEBRUARY 28, 2023 ("Subsequent Contract Term"). However, if TCPN does NOT renew their agreement identified in Attachment A, this Agreement shall automatically expire on the date of TCPN 's contract expiration date. In such event, all Orders thereunder that are in effect at that time shall remain in full force and effect until their expiration or termination, and continue under the same terms and conditions as if the TCPN Contract and this Agreement were still in effect.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment Terms paragraph below, at the unit prices set forth in Attachment B for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. SCOPE OF WORK

The Contractor agrees to provide the goods described in the Contract Documents. The primary purpose of the Work is to provide Managed Print Services for various County departments (see Statement of Work – Attachment D). The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. PAYMENT TERMS

Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of an invoice approved for payment by the Project Officer describing completed work which is reasonable and allocable to the Contract. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order, or portions thereof, by the County.

7. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

10. DELIVERY

All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

11. WARRANTY

All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final date of final

acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

12. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS

Inspection and acceptance of goods or materials by the County will be at the delivery location in Arlington County, Virginia, and within ten (10) calendar days of delivery, unless otherwise provided for in the Contract. Notwithstanding the foregoing, equipment acceptance is deemed to occur when the equipment's installation has been completed, as demonstrated by the successful completion of its diagnostic routines, and it has been turned over to the County for its use. The County will not inspect, accept, or pay for any goods or materials stored or delivered off-site by the Contractor.

Title to the equipment remains with the Contractor. Risk of loss or damage to all goods shall be the responsibility of the Contractor until acceptance by the County. The County's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions and are fit for their intended use. The County reserves the right to conduct any tests or inspections it may deem appropriate before acceptance.

No goods or materials shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that it has good title to, and that it will require all subcontractors to warrant that they have good title to, all goods or materials for which the Contractor invoices for payment.

13. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

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, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that these provisions will apply to each subcontractor or vendor.

14. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

15. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, or breached a Contract provision or condition, then the County will give the Contractor written notice of such failure(s)/breach and the opportunity to cure such failure(s)/breach within at least thirty (30) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the affected services and/or equipment may be terminated, or, if the failure is general in nature, the entire Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within thirty (30) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

Upon any termination, pursuant to this section, the Contractor shall be liable to the County for costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in

completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and subject to the limitations of liability defined elsewhere in the Contract Documents, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all unearned sums paid by the County to the Contractor under the Contract and all reasonable attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

17. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination charges as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

18. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligent acts or omissions, including the negligent acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold

harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

19. CONFIDENTIAL INFORMATION

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a results of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

20. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

21. COUNTY EMPLOYEES

No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

22. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract. Notwithstanding the foregoing, if the force majeure event delays or prevents the County's ability to make payments required under this Agreement, the Contractor will continue to perform, provided that the County: (a) undertakes all reasonable efforts to continue or resume performance of its payment obligations; and (b) the County immediately pays all delayed payments and recommences regular monthly payments once the force majeure event no longer delays or prevents the County's ability to make payments.

23. AUTHORITY TO TRANSACT BUSINESS

The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.

24. RELATION TO THE COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

25. ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

26. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

27. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

28. AMENDMENTS

Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

29. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

30. CONTRACTOR DISPUTE RESOLUTION

All Contractor disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

31. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect hereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

32. ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and that any references to arbitration are expressly deleted from the Contract.

33. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

34. NO WAIVER

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

35. SEVERABILITY

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

36. NO WAIVER OF SOVEREIGN IMMUNITY

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

37. SURVIVAL OF TERMS

In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; WARRANTY; AND CONFIDENTIAL INFORMATION.

38. HEADINGS

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

39. AMBIGUITIES

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

40. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Xerox Corporation
Shirley Brewington, Senior Client Manager
1800 M Street N.W., North Tower – 5th Floor
Washington, DC 20036

TO THE COUNTY:

Kathryn McCarty
2100 N. Clarendon Boulevard, Suite 900
Arlington, VA 22201

AND

Michael E. Bevis, Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

41. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

42. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be

acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of \$1,000,000.
- e. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be included as an additional insured for claims caused by the negligent acts or omissions of Contractor on all policies except Workers Compensation and Auto and Professional Liability; and evidence of the Additional Insured blanket endorsement shall be typed on the certificate.
- f. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- g. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.
- h. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor must disclose the amount of any deductible or self-insurance component applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request reasonable additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County.

43. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

Xerox Corp

AUTHORIZED
SIGNATURE:

Cynthia Davis

AUTHORIZED
SIGNATURE:

Mar P 2

NAME AND TITLE: MICHAEL E. BEVIS
PURCHASING AGENT

NAME AND TITLE: Marshall Brown, Finance Director

DATE: April 3, 2018

DATE: 4/2/18

ATTACHMENT A

REGION 4 EDUCATION SERVICE CENTER (ESC)

Contract R171406

for

Managed Print Solutions

with

Xerox Corporation

Effective: March 1, 2018

The following documents comprise the executed contract between the Region 4 ESC and Xerox Corporation, effective March 1, 2018:

- I. Appendix A Vendor Contract
- II. Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of October 24, 2017, by and between Xerox Corporation and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **Managed Print Solutions***

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities, and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities, and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R_171406.**"
 - Vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.

- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8 **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9 **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC’s sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1)

year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including

any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

Proposal Requirements

Tab 1: Entire Vendor Contract and Signature Form

Vendor Contract Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company Name: Xerox Corporation

Address: 201 Merritt 7

City / State / Zip: Norwalk, CT 06851

Telephone No.: 310 258 6266

Fax No.: 717-777-6641

Email Address: Rachael.Jones@Xerox.com

Printed Name: Rachael Jones Turner

Position with Company: SLED Cooperative Contracts Manager

Authorized Signature: Rachael Jones Turner

Acknowledgement of Addendum Number(s): 1 & 2

Accepted by The Cooperative Purchasing Network:

Term of Contract March 1, 2018 to February 28, 2021

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not. With the State of Hawaii agreement commencing on October 24, 2017.

[Signature]
Region 4 ESC Authorized Board Member

10/24/17
Date

[Signature]
Print Name

Margaret Bass
Region 4 ESC Authorized Board Member

10/24/17
Date

Margaret Bass
Print Name

Region 4 Contact Number: 8171406

Managed Print Solutions Proposal

Region 4 Education Service Center
Prepared by Rachael Jones Turner

July 18, 2017



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July 13, 2017

Crystal Wallace
Purchasing Cooperative Specialist
Region 4 ESC
7145 West Tidwell Road
Houston, Texas 77092



Rachael Jones Turner

*State, Local & Education Cooperative Contracts Manager
Public Sector Center of Excellence*

Xerox Corporation
555 S. Aviation Blvd.
El Segundo, California 90245
Tel: 310.258.6266
Cell: 818.620.5163
E-mail: Rachael.Jones@Xerox.com

Dear Ms. Wallace:

On behalf of the entire Xerox team, thank you for the opportunity to respond to the Region 4 Education Service Center (ESC) Request for Proposal (RFP) #17-14 for Managed Print Solutions. Xerox is honored to be a partner of Region 4 ESC for the past 17 years, and we look forward to continuing to provide your members with benchmark services and products.

As the pioneer of the MPS marketplace over 25 years ago—and with over 5,000 successful implementations under our belt—Xerox is well versed in delivering solutions similar in scope to what we have proposed for Region 4 ESC. With our experience, we know that efficiency in the back office requires responsible asset management, effective integration of new technology and finding innovative new ways for government entities to operate more efficiently over time. We are uniquely positioned to align with your vision for the future and meet the objectives detailed in your RFP.

Region 4 ESC is seeking a service provider that has depth, breadth and quality of resources necessary to complete all phases of MPS.

- **Depth - The Leading Industry Provider.** All four major industry analysts (Gartner, IDC, Forrester and Quocirca) recognize Xerox as the undisputed leader in Managed Print and Content Services (MPCS). Xerox has been recognized as a leader in the IDC MarketScape: U.S. Managed Workflow Services Hardcopy 2015 Vendor Assessment; IDC says, "Xerox's strategy for migrating its customers to higher levels of print and document management has been amplified by Xerox's ability to provide the full spectrum of services."
- **Breadth - Integrating Document Workflow Solutions Will Enhance Operations.** Last year, Xerox shifted its focus away from the device and toward the entire document lifecycle when we launched our Next Generation Managed Print Services platform. Our Next Gen solutions expanded on our current managed print portfolio to bring mobile and accounting integration, document and workflow analytics, digital and paperless solutions and content management capabilities to our customers. We can leverage these solutions to optimize, digitize and automate manual and paper-based processes to reduce waste, create savings and continue to simplify the way your work is done.
- **Quality of Resources.** Xerox is not a regional or niche provider. We have an entire national Public Sector sales and support organization dedicated to our government and education customers whose reach extends through our direct sales force and wholly owned subsidiaries of regional office technology dealers and authorized sales agents. Our Public Sector teams operate across every region in which Region 4 ESC members have a presence, and will be highly educated on the benefits of the ESC cooperative contract so they can communicate the value of our partnership effectively to current and prospective TCPN members.

Many of the Xerox solutions are well known to TCPN members, as we are a current holder on the TCPN MPS contract. We are excited to respond to this RFP to reiterate our globally-recognized leadership in the MPS space and to present a comprehensive, all-encompassing solution to Region 4 ESC. We are very excited about the prospect of continuing our strong partnership and, based on our past performance, we are confident in our ability to meet your goals. Thank you again for the opportunity to provide this offer on behalf of Xerox.

Regards,

A handwritten signature in dark ink, reading "Rachael Jones Turner". The signature is written in a cursive, flowing style.

Rachael Jones Turner
State, Local & Education Cooperative Contracts Manager

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Executive Summary

At Xerox, we understand that government agencies all share one common goal: *to efficiently and effectively serve the people*. In this case, this means improving the way TCPN members serve their consumers and constituents. To that end, we interpret the release of the Region 4 ESC Request for Proposal (RFP) not only as an effort to further the cost benefits delivered by the Cooperative Purchasing agreement, but also as a proactive initiative to improve customer service, security, stability and the capacity to get work done for participating TCPN members throughout the United States.

Our proposal offers TCPN members the best in Xerox services, solutions and technology available through the cooperative contract. This model provides a scalable platform for all participating state and local government entities, educational institutions and other member agencies to procure services, software and technology.

Managed Print Services Solution

Twenty-five years ago, Xerox led the market shift that resulted in equipment providers offering managed print services to augment our product portfolio. That shift culminated in a new standard offering set across the industry, commonly referred to as Managed Print Services (MPS). Today, Xerox's MPS offering allows us to bring additional value to our clients by enabling them to be more productive, mobile and secure, while continuing to reduce costs, be more environmentally aware, and innovative.

As part of our proposal, we have provided highly discounted price list for the most common components of our MPS solution, such as software, services, solutions and labor in a not-to-exceed model.





By offering TCPN members, a scalable MPS solution through the cooperative contract, Xerox will build upon the baseline we have established with our equipment products to improve the efficiency, productivity and cost control of the environments in which they run. TCPN members can contract for:

- Real-time, remote device monitoring through Xerox software tools installed on the network, allowing us to troubleshoot and resolve issues remotely and proactively
- Break-fix maintenance service, when required
- Comprehensive reporting on device volume and performance
- Automatic, proactive supplies replenishment for both Xerox and non-Xerox devices
- Coordination of all device moves, adds, changes and removals
- Training, resources and tools to help key operators become proficient and navigate through different work streams on the device

The Leader in MPS

As recognized by Gartner Group and other third party firms, Xerox has a proven track record in the successful implementation of Managed Print Services. For TCPN members operating multi-vendor print environments, Xerox offers an enterprise-wide asset management strategy that includes support for imaging devices made by other manufacturers. We currently have over 2.5 million devices under our Managed Print Services programs and over 50% of those devices are non-Xerox. We can leverage this capability to support TCPN members' multi-vendor fleets by monitoring for device faults, performance issues and supplies, then triggering support processes to keep your devices operating at peak performance. The TCPN member can be confident in choosing to partner with Xerox.

In Xerox, you will partner with the undisputed MPS industry leader whose unmatched global experience, robust service and solutions portfolio, completeness of vision, and ability to execute on that vision have resulted in Xerox being named the top MPS provider by all major industry analysts in 2015 and 2016. Gartner, Inc., Quocirca, IDC and InfoTrends all praised Xerox in their reports for our differentiated MPS offering.


MPS Analyst	Report Excerpt
	Gartner, Inc. 2015 Magic Quadrant for Managed Print and Content Services: “Xerox demonstrates not only the skills to deliver the Managed Print and Content Services (MPCS) of today, but also the initiatives, understanding and resources to deliver the MPCS of tomorrow.”
	IDC MarketScape 2016 Worldwide Document Workflow Services Hardcopy Vendor Assessment: “Xerox has a well-developed document workflow strategy and roadmap—including a strong workflow portfolio and proprietary assessment tools—to address solution gaps and drive continued expansion.”
	Quocirca 2016 Managed Print Services Landscape: “Xerox has a mature and proven globally consistent MPS offering. It has developed a broad set of assessment, security and workflow tools that are key to differentiation. A particular strength of Xerox is to use its capabilities to address the needs of organizations looking to use a single MPS provider.”
	InfoTrends 2015 Managed Print Services Analysis: “Xerox is the leading MPS vendor for having the most broadly differentiated offerings in the market. Xerox is simplifying MPS by automating many of its monitoring and reporting functions.”




The Next Generation for Region 4ESC


The first generation of Managed Print Services focused on providing support for the device itself. To add even greater value to our MPS customers, Xerox developed a new set of offerings called the *Next Generation* of MPS that allows us to guide our customers from the simplest stages of print management to more mature environments in which fleets are fully optimized, paper is digitized and processes are completely automated. We deploy this solution through a three-phased approach of Assess & Optimize, Secure & Integrate and Automate & Simplify to help clients print for less and print less to maximize efficiency and savings.

Included in each phase is a collection of tools and solutions that each TCPN member can explore based on its appetite for additional optimization and automation.

The tools available include:

Xerox Next Gen Solutions	Value to ESC Members
	<p>Xerox® DocuShare provides a platform for users to create, route, store, organize and retrieve content through a single system to better manage and maintain business critical information.</p> <p>Users can authenticate in the system to access the content management platform and upload or extract content from across the enterprise within seconds.</p>

Xerox Next Gen Solutions	Value to ESC Members
	<p>Xerox® Print Management and Mobility Suite (XPMMS) delivers “print anywhere” mobility with benchmark security in an affordable, modular, cloud-based solution that saves time and reduces costs. XPMMS allows users to print to the entire fleet from any email-enabled mobile device. Includes industry-leading Xerox secure mobility workflows hosted in Microsoft Azure environment. Allows management of printing access from local and remote locations and guest visitors. Provides cloud authentication, which provides flexibility for easily managing multiple networks and varying circumstances in both large and small enterprises.</p>
	<p>The Xerox® Print Awareness Tool helps employees understand the true impact of their print activity on the environment by providing real-time information about print behavior and making recommendations for improving it. Users can take steps to print more responsibly by implementing best practices and making better choices about what and how they print.</p> <p><i>The tool typically results in 10% to 20% reductions in print office-wide.</i></p>
	<p>Hyland OnBase – OnBase is a server-based solution for Enterprise Content Management and Workflow Automation. This solution is used to automate document intensive business processes and help customers transition from a paper-based environment to mixed paper/electronic environment for routing and processing of documents. Multi-function devices (MFDs) are commonly a scanning on-ramp to the OnBase solution.</p>
	<p>Document Scanning services – Xerox document-scanning services will scan legacy paper documents and convert them to digital documents that can be stored on a customer’s network and/or imported into an existing or new enterprise content management or document management system. Scanning can be performed on-site or off-site and may include a range of options for document preparation, document indexing, off-site storage and more.</p>
	<p>Professional Services – Xerox professional services are an integral part of the delivery of most of the Xerox Value-add solutions. They provide services such as software installation, system configuration, project management, end-user training, acceptance testing and system customizations.</p>
	<p>Business Process Improvement Consulting (BPI) Services Xerox Business Process Improvement Consulting Services provides deep insights on how people, processes, and technology fit together so you can make informed decisions about which business processes to improve and automate. Xerox BPI Consulting Services delivers economic value to your organization through identification of workflow automation technologies that provide a mix of cost savings, innovation, reduced cycle times, and improve overall customer satisfaction. The outputs from an on-site Xerox BPI Consulting Services Engagement are: 1. Current State and Future Vision Process Maps; 2. Executive Briefing Presentation to the Executive Stakeholders which includes the findings, business case and business benefits resulting from the change; 3. Business Process Improvement Findings and Recommendations Consulting Report.</p>

Xerox Next Gen Solutions	Value to ESC Members
	<p>Nuance Equitrac is an optional print management software suite for document cost management (auditing, allocation, recovery) for printers and multifunction devices.</p> <ul style="list-style-type: none"> • Equitrac provides device access control, reduces IT burdens, enhances print security and increases value of multifunction devices in fleet environments of any size. • Consolidates management of multiple types and brands of print devices. • Offers a comprehensive and detailed view of print activity within an organization. Scalable for any environment large and small. • Helps reduce waste with print rules and options to control the type and amount of permitted print output. • Tracks all print activity for enhanced document security. <p>Nuance Output Manager is an optional workflow management solution for controlling the flow of information by consolidating input from multiple platforms and applications. Nuance Output Manager provides complete, feature rich functionality: queuing, scheduling, reprints, load balancing, setting priorities, splitting, bundling, bursting, transformations and much more.</p> <p>Nuance AutoStore is an optional workflow software solution for document capture and routing. AutoStore is a server-based application, which orchestrates the capture and secure delivery of paper and electronic documents into business applications.</p> <ul style="list-style-type: none"> • Scalable for organizations of all sizes who want to eliminate error-prone manual document handling. • AutoStore can automate your document-driven business processes to help lower costs, improve operational efficiency, communication and collaboration, and support compliance with laws and regulations.

The Best in Print Technology

Xerox's continuous commitment to invest in Research and Development has created a product portfolio inclusive of an award-winning array of print and copy devices ranging from small, single-function desktop printers to higher-capacity multifunction devices and ultimately, high-end digital presses for your shared print center environments. This type of range will allow eligible members to choose the right device for every environment.

Comparative tests conducted by independent research laboratories have shown that Xerox devices offer substantial advantages through faster speeds, enhanced security and workflow capabilities, impeccable green credentials and tightened cost control features that simplify the end user experience and will allow your key operators to work smarter, not harder.

In recognition of our equipment and related solution offerings, BLI has named Xerox the recipient of its 2015 Document Imaging Solutions Line of the Year in recognition of our originally manufactured devices, software and imaging solutions.



"Equipment manufacturers need a complete and compelling solutions portfolio to augment their hardware offerings. After careful evaluation of the company's in-house developed and third-party partner offerings, including lab-based testing of its latest products, BLI analysts feel that Xerox's solutions line-up is the most comprehensive based on our judging criteria."

- BLI Senior Editor Jamie B

Nowhere is the innovation within our technology platform more evident than with **Xerox® ConnectKey** technology, an intuitive software ecosystem that allows users to improve document workflow across the enterprise. ConnectKey devices are mobile and cloud ready, allowing them to integrate with Xerox and third-party software solutions that turn your devices into information 'onramps' by enabling one-touch advanced scanning into existing repositories or mail streams, and secure and mobile printing that provides users additional flexibility and convenience. Also embedded in the ConnectKey platform is security software from Intel Security (formerly McAfee), resulting in the industry's first lineup of multifunction printers that protect themselves from potential outside threats and minimizing the need to manually update software.

ConnectKey continued Xerox's run in 2016, receiving BLI's "Outstanding Achievement in Innovation" award based on its workflow and productivity enhancements, such as the customizable ConnectKey app gallery, embedded on the device's touch screen.

A new line of Xerox hardware products was added to our portfolio in 2016 and brought to market in 2017 – the largest new product launch in our history. We refer to these devices collectively as Xerox Next Wave technology. These devices enhance the features available in our existing Xerox ConnectKey® platform by extending the functionality to more device types, bringing innovative new workflow capabilities to more user groups.



Adding Value with our Total Satisfaction Guarantee. At Xerox, we measure our success by the satisfaction of our customers. To that end, we guarantee the highest quality in every product we sell. This pledge to our customers is evidenced through the Total Satisfaction Guarantee we offer on every Xerox device: *"If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities."*

Expanding the Contract

Xerox has a nationwide Public Sector sales organization that operates in all 50 states, with multiple sales channels serving government and educational entities. Our highly knowledgeable sales force is educated on the benefits of cooperative contracts and will engage key decision makers at eligible government entities to inform them of the opportunity and promote the benefits of a cooperative contract with Xerox.

The Public Sector Center of Excellence is responsible for all aspects of contracting with our public sector clients, and will oversee activities for all TCPN members using the cooperative contract vehicle. Xerox will market, promote and sell the value of using the Region 4 ESC contract vehicle in cases which a participating entity, institution or agency does not already have an established agreement or contract vehicle in place, and will demonstrate why it will be advantageous for them to utilize the cooperative agreement.

Adding Value: The Xerox Public Sector Center of Excellence features a dedicated resource, a State, Local & Education (SLED) Cooperative Contracts Manager, whose charter is to educate, promote and market the Region 4 ESC contract to the Xerox Public Sector General Managers and all of the sales channels on all of the aspects of the contract. The Public Sector General Manager, reporting into the Public Sector Center of Excellence, reinforces the contract training in their respective states to ensure Xerox can best educate ESC members on the benefits of the cooperative contract vehicle.

Conclusion

By selecting Xerox to provide the services, solutions and products requested in your RFP #17-14, TCPN will provide its members with access to the market's broadest services and technology portfolio. More importantly, members will have the opportunity to benefit from the industry's most experienced and knowledgeable sales and delivery professionals who will market, promote and sell the cooperative contract effectively to maximize participation, purchasing power and overall savings. Xerox values the strong partnership we have had with Region 4 ESC and we look forward to continuing to provide eligible members with the breadth, depth and quality of resources you seek.

Proposal Requirements

Tab 1: Entire Vendor Contract and Signature Form

Vendor Contract Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company Name: Xerox Corporation

Address: 201 Merritt 7

City / State / Zip: Norwalk, CT 06851

Telephone No.: 310 258 6266

Fax No.: 717-777-6641

Email Address: Rachael.Jones@Xerox.com

Printed Name: Rachael Jones Turner

Position with Company: SLED Cooperative Contracts Manager

Authorized signature



Acknowledgement of Addendum Number(s): 1 & 2

Accepted by The Cooperative Purchasing Network:

Term of Contract _____ to _____

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

07.18.2017

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 Contact Number:

This Vendor Contract and Signature Form ("Contract") is made as of _____ 2017, by and between and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Managed Print Solutions

Recitals

Whereas, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

Whereas, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

Whereas, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

Whereas, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

Whereas, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

Article 1 - General Terms and Conditions

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities, and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities, and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 Purchasing procedure:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R"
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Article 2 - Anticipated Term of Agreement

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the

vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

Article 3 - Representations and Covenants

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2 **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3 **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Article 4 - Formation of Contract

- 4.1 **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2 **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5 **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7 **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions.
 - General terms and conditions.

- Specifications and scope of work.
- Attachments and exhibits.
- Documents referenced or included in the solicitation.

4.8 Supplemental Agreements: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members nor employees shall be made party to any claim for breach of such agreement.

4.9 Adding authorized distributors/dealers: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

Article 5- Termination of Contract

5.1 Cancellation for Non-Performance or Contractor Deficiency: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 Termination for Cause: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 Delivery/Service Failures: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or

corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

Article 6 - Licenses

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

Article 7 - Delivery Provisions

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

Article 8- Billing and Reporting

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email. Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC's sole discretion.

Article 9 - Pricing

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter. Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested. It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.
- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its

Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

Article 10 - Pricing Audit

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

Article 11 - Offeror Product Line Requirements

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products

and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

Article 12 - Site Requirements

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of

buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

Article 13 - Miscellaneous

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the

vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the

“Acknowledgement and Acceptance to Region 4 ESC’s Open Record Policy” form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

General Terms & Conditions Acceptance Form (Appendix D)

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- ☐ We take no exceptions/deviations to the general terms and conditions
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
- ☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
Appendix A – Vendor Contract and Signature Form Article 1.4 Page 15	Purchasing procedure: <ul style="list-style-type: none"> • Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “Per TCPN Contract # R_____.” • Vendor delivers goods/services directly to the participating agency. • Awarded vendor invoices the participating agency directly. • Awarded vendor receives payment directly from the participating agency. • Awarded vendor reports sales monthly to TCPN. 	Consistent with subsection 4.8, Members wanting to order under the Xerox-Region 4 ESC Contract will be provided with the then-current version of Xerox’s Services Master Agreement (ESC version), a sample of which is included with our proposal response. Those agencies will either sign that agreement, or reference it in their PO. The Services Master Agreement (ESC version) template for use with Member’s will include, by reference, the Region 4 ESC Contract. Once the Services Master Agreement has	

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		been effected for a Member, subsequent orders under it by that Member can be done with just a PO.	
Appendix A – Vendor Contract and Signature Form Article 3.3 Page 16	Offeror's Promise: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.	Xerox cannot guarantee the relationship of Region 4 ESC's contract and price offer compared to other Xerox contract offerings, as the Region 4 ESC Contract offering has been customized based on the estimated equipment quantities, impression volumes, agreement term, and service/support requirements included in Region 4 ESC's RFP, including the fixed price requirement. Additionally, Xerox does not have the means to compare the various contract offerings between our customers.	
Appendix A – Vendor Contract and Signature Form Article 4.4 Page 17	Assignment of Contract: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).	Please note that Xerox reserves the right to assign the equipment to a parent, subsidiary, or affiliate of Xerox for the purpose of securitizing, monetization, or factoring the transaction. Xerox will continue to be responsible for the provision of Maintenance Services and all other contractual obligations, and all payments will be made to Xerox.	
Appendix A – Vendor Contract and Signature Form Article 4.5 Page 17	Novation: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.	Please note that should Xerox sell or transfer its assets used to support this Contract, the buyer would be obligated to perform all obligations under the Agreement. The transferring of the assets would not be subject to Region 4 ESC's agreement or rejection, nor can any in-place equipment be terminated because of such transfer.	
Appendix A – Vendor Contract and Signature Form Article 5.1 Page 17	Cancellation for Non-Performance or Contractor Deficiency: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this	Xerox agrees that Region 4 ESC can terminate its Contract with Xerox with 30-days prior written notice if the purchase volume is determined to be low during any 12-month period. In such event, no	

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	<p>contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:</p> <ul style="list-style-type: none"> i. Providing material that does not meet the specifications of the contract; ii. Providing work and/or material that was not awarded under the contract; iii. Failing to adequately perform the services set forth in the scope of work and specifications; iv. Failing to complete required work or furnish required materials within a reasonable amount of time; v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work <p>Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.</p>	<p>new supplemental agreements with Members can be written after such termination. However, this cancellation provision does not pertain to any equipment or Services installed prior to Region 4 ESC's termination notice. In the event Region 4 ESC terminates the Agreement, already existing individual Member supplemental agreements and their related orders will continue until their scheduled expiration dates, and continue to be governed by, and be subject to, the terms and conditions of their individual Services Master Agreement and related orders.</p> <p>Xerox also acknowledges a Region 4 ESC Member's right to terminate their individual Services Master Agreement and affected order(s) due to Xerox's failure to provide the contracted Services, provided that the Region 4 ESC Member notifies Xerox in writing of the specific performance shortfall and allows Xerox 60-days, or such other period as agreed to by the parties in writing, to correct the performance failure to the contracted specification. If the failure remains uncured and the individual Services Master Agreement and/or affected order(s) are terminated, then the Member shall have all rights of ownership to electronic images created by scanning tangible documents containing Member content, all full or partial copies (tangible and intangible) of Member content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by Xerox under the affected orders. The Member does not have any ownership rights or other rights</p>	

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		of possession of any equipment for which Xerox has title, or any third party software or Xerox intellectual property provided under the affected orders.	
Appendix A – Vendor Contract and Signature Form Article 5.3 Page 18	Delivery/Service Failures: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.	Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of a Region 4 ESC Member's equipment order, except during times of product constraint. Xerox will inform the Region 4 ESC Member if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the Region 4 ESC Member can cancel the order prior to delivery without penalty to either party. Xerox agrees that it will be responsible for any additional costs incurred by a Region 4 ESC Member if Xerox fails to deliver the requested service(s) in a timely manner, provided that the Region 4 ESC Member notifies Xerox in writing of the performance failure and provides Xerox 60-days to correct the performance failure. If the performance shortfall is not corrected to the contracted specification within the agreed upon timeframe Xerox will either issue a check or issue a separate credit invoice to offset any non-Monthly Minimum Charge. Pending correction of the failure, the Region 4 ESC Member is expected to pay all undisputed amounts, including the Monthly Minimum Charge, which is not subject to dispute at any time.	
Appendix A – Vendor Contract and Signature Form Article 5.4 Page 18	Force Majeure: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the	Xerox agrees that neither party will be in breach of their performance obligations if a force majeure event prevents the party from fulfilling its obligations. The Region 4 ESC Member's payment obligation will be suspended with respect to any	

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	<p>party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.</p> <p>The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.</p>	<p>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 term of the affected order(s) will be extended for a period equal to Region 4 ESC Member's payment suspension.</p>	
<p>Appendix A – Vendor Contract and Signature Form</p> <p>Article 5.5</p> <p>Page 18</p>	<p>Standard Cancellation: Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.</p>	<p>Xerox recognizes a Region 4 ESC Member's right to terminate the Agreement for its convenience due to a change in its business needs. However, the Xerox price offer for lease equipment and value-add Services orders is based on there being a firm commitment to the full order term; a commitment that cannot be terminated without penalty, except due to fiscal year</p>	

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		funds non-appropriation or an uncured Xerox default. Cancellation for any other reason will result in early termination charges as described in the Xerox Services Master Agreement's "Early Termination" provisions (subsections SVC 1.5 and EQP 1.6.c).	
Appendix A – Vendor Contract and Signature Form Article 7.1 Page 19	Delivery: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.	Xerox will make commercially reasonable efforts to ship ordered product within 7 days of order receipt, or such other timeframe needed to reasonably meet the purchasing Member's needs. Xerox and the purchasing Member will establish a customer requested install date, and Xerox will keep the Member apprised of its progress in delivering the product in order to meet that date. Should there be delays in delivery that cause the requested install date not to be achievable, the Member has the option to cancel the order prior to delivery.	
Appendix A – Vendor Contract and Signature Form Article 7.2 Page 19	Inspection & Acceptance: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.	Equipment will be deemed accepted on the equipment's installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the Region 4 ESC Member's use. The installation date for equipment and software designated as "Customer Installable" will be the equipment delivery date. Any equipment that does not perform to its published specification will be repaired or replaced by Xerox at its expense, provided the equipment is covered by a Xerox warranty or maintenance plan. In addition, the Member has Xerox's Total Satisfaction Guarantee available to it; that allows the Member to mandate the replacement of any	

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
		unit that it deems to be unsatisfactory. Any equipment that needs to be replaced will be replaced with an identical model, or at Xerox's option a unit with similar capabilities, and comparable usage.	
Appendix A – Vendor Contract and Signature Form Article 8.1 Page 19	Payments: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Xerox requires payment of all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Region 4 ESC Member's bank account within the timeframe provided for in any applicable prompt payment statutes, or within 30 days after the invoice date, if no such statute applies. If a Member disputes any amount included in an invoice, then the Member must notify Xerox of the dispute in writing and work with Xerox to resolve such dispute. Pending resolution of such disputed amount, the Member shall pay all undisputed amounts in accordance with the payment terms.	
Appendix A – Vendor Contract and Signature Form Article 8.4 Page 19	Reporting: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email. Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC's sole discretion.	. Xerox agrees to provide reporting in a format as requested by Region 4 ESC and agreed to by the parties. However, Xerox requires a minimum of 30 days from the end of a calendar month to prepare and provide sales activity reporting for that month. Failure to provide the required reports within that 30-day timeframe would be a default, subject to cure within 30 days of receipt of written notice from Region 4 ESC.	
Appendix A – Vendor Contract and Signature	Best price guarantee: The awarded vendor agrees to provide pricing to	Xerox cannot guarantee the relationship of Region 4 ESC's	

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
<p>Form</p> <p>Article 9.1</p> <p>Page 19</p>	<p>Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.</p>	<p>contract and price offer to other Xerox contract offerings, as the Region 4 ESC Contract offering has been customized based on the estimated equipment quantities, impression volumes, agreement term, and service/support requirements that are specific to Region 4 ESC's RFP, including the fixed price requirement. Additionally, Xerox does not have the means to compare the various contract offerings between our many customers. However, Xerox's price offer to Region 4 ESC for this RFP is equal to or better than any other cooperative contract that Xerox has that is similarly featured. Xerox cannot guarantee that any future price reduction will automatically pass to Region 4 ESC, as the Region 4 ESC contract offer is not based on standard published prices. However, additional discounts may be available to Members at time of order, based on the size, scope, and term length associated with the order.</p>	
<p>Appendix A – Vendor Contract and Signature Form</p> <p>Article 9.3</p> <p>Page 20</p>	<p>Additional Charges: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.</p>	<p>The Xerox offer includes all expenses associated with the equipment's freight, its shipment to and removal from the Region 4 ESC Member's delivery dock, and its inside delivery/removal, excluding any unique delivery or removal expenses. The Region 4 ESC Member will be responsible for any non-standard inside delivery or removal expenses, such as the additional time or resources required to disassemble the equipment due to the lack of adequate facility access (door removal, upending equipment, or crane support) or the movement of the equipment up/down stairs using stair creepers. If any excess rigging is required, Xerox will include the</p>	

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
		details and associated costs with the individual equipment proposal prior to performing the actual service.	
Appendix A – Vendor Contract and Signature Form Article 9.6 Page 20	<p>Administrative Fees: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.</p> <p>The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales"). Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.</p> <p>Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.</p> <p>All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.</p>	Xerox agrees to pay 3% of the monthly-billed revenue (versus the RFP's stated adjusted purchase amounts) each month as an administrative fee, and to pay such fee within 45 days from the end of the associated month. The change to using billed revenue is needed in order for Xerox to meet its audit requirements. Xerox agrees to pay the stipulated late fee for administrative payments that are not made within that 45-day timeframe.	
Appendix A – Vendor Contract and Signature Form Article 10.1 Page 20	<p>Audit rights: Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New</p>	Xerox agrees, upon 10-business day prior written notice, to make available to Region 4 ESC the financial and other records that are required to substantiate the Services and accurate billings under the Contract. These records exclude any information deemed by Xerox to be confidential or proprietary. Xerox does not agree to pay the costs of any audit unless	

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
	<p>Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.</p>	<p>such audit reveals an illegitimate overcharge by Xerox of more than 10% of the total invoiced amount covered by the audit. Xerox will promptly refund the agreed-to amount of any overcharge.</p>	
<p>Appendix A – Vendor Contract and Signature Form</p> <p>Article 11.6</p> <p>Page 21</p>	<p>Warranty conditions: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.</p>	<p>Xerox's standard warranty is to repair or replace the Xerox-brand equipment, provided that equipment is covered under a Services Master Agreement, Xerox Warranty Program, or Xerox Maintenance Agreement. The warranty period begins upon the completion of the equipment's installation.</p>	
<p>Appendix A – Vendor Contract and Signature Form</p> <p>Article 13.1</p> <p>Page 22</p>	<p>Funding Out Clause: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:</p> <p>"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on best effort attempt by the entity to obtain appropriate funds for payment of the contract."</p>	<p>For Region 4 ESC Members that are governmental entities, Xerox acknowledges that such Region 4 ESC Members have the right to cancel the Services Master Agreement or a related order at the end of any fiscal year if their governing body does not appropriate funds for that agreement or order to continue. In order to terminate under this provision, that Region 4 ESC Member will be required to send Xerox written notice within 30-days of its governing body's decision, stating that its governing body failed to appropriate funds. The notice</p>	

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
		must certify that the decision to cancel the agreement and/or order was not initiated by any individual involved in the agreement's management or execution. The Region 4 ESC Member will be required to return the equipment to Xerox in good working condition, reasonable wear and tear accepted. The Region 4 ESC Member will then be released from its obligation to make any further payments beyond the end of the last fiscal year for which funds have been appropriated.	
Appendix A – Vendor Contract and Signature Form Article 13.3 Page 22	Indemnity: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.	Xerox agrees to this provision, but only to the extent that the claims, damages, losses, or expenses arise out of an omission, fault, or willful or negligent act of Xerox or its employees, agents or subcontractors.	
Appendix A – Vendor Contract and Signature Form Article 13.6 Page 23	Certificates of Insurance: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as	Xerox will agree to endeavor to provide Members with notice of material changes in insurance coverage within 30 days of such change. However, failure to provide such notice is not a material breach and cannot be deemed to be a Xerox default.	

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
	specified.		
Doc#7 Edgar Certificate Page 47	(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)	(Xerox does not agree with the termination rights as they are provided in this section. In the event of a Xerox performance or payment failure, Xerox requires written notice of the failure and a minimum of 30 days as a cure period prior to any default remedy, including termination, being available to the Member. In the event of a termination for convenience by a Member, such termination will result in the assessment of any applicable early termination charges identified in the agreement and/or the related order between Xerox and that Member.	
Attachment A Participating Addendum, State of Hawaii, State Procurement Office Page 62	REGION 4 EDUCATION SERVICE CENTER (MANAGED PRINT SOLUTIONS) VENDOR CONTRACT NO. R### <i>(hereinafter "Vendor Contract")</i> Between Insert Contractor Name <i>(hereinafter "Contractor")</i> and State of Hawaii <i>(hereinafter "Participating State")</i>	Xerox reserves the right to negotiate the terms and conditions that will apply to orders placed under the State of Hawaii Participating Addendum to the Region 4 ESC Contract. In accordance with the instructions received during the Pre-Proposal Conference, Xerox has annotated the related Participating Addendum documents to identify the changes that we would like to discuss with the State. The annotated documents are attached hereto.	

Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP.

Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

Xerox Corporation

Vendor

Rachael Jones Tuner

Point of Contact

SLED Cooperative Contracts Manager

Title

310 258 6266

Phone Number

Rachael.Jones@xerox.com

Email Address

Sib nature:



Date: 7/13/17

Tab 2: Questionnaire (Appendix E)

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. (If applicable)

☒ 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> American Samoa | <input checked="" type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input checked="" type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Island |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with?

☒ Yes ☐ No

- If the answer is yes, do you plan to offer your program or partnership through TCPN

☒ Yes ☐ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

Xerox has a Diverse Alliance program that was established to support customer requirements for supplier diversity participation. Xerox has established alliance relationships with MWBE companies, Veteran and Service Disabled Veterans firms, HUBZone program participants, 8(a) firms, and other types of diverse companies. Our Diverse Alliance partners are all certified by nationally recognized certifying organizations such as NMSDC, WBENC, SBA, and state and local government certifying agencies. Our strategy for working with TCPN members will be to support their supplier diversity goals by offering solutions that align with their individual supplier diversity participation goals and objectives. Based on the actual requirements of solicitation, Xerox is willing to provide necessary information and a copy of the diversity certification of the alliance partner supporting the Xerox response.

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?

☐ Yes ☒ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

Xerox will work with certified diverse alliance partners and offer pricing to the partner equivalent to the pricing offer to the TCPN member. It will be up to the partner to negotiate an appropriate price with the TCPN member based on the cost of the Xerox solution and the value of the services provided by the alliance partner.

3. Minority and Women Business Enterprise (M/WBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority and Women Business Enterprise

Offeror certifies that this firm is an M/WBE

☐ Yes ☒ No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is an SBE or DBE

☐ Yes ☒ No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is an DVBE

☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is an HUB

☐ Yes ☒ No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is an HUB Zone

☐ Yes ☒ No

List certifying agency: _____

f. Other

Offeror certifies that this firm is an recognized diversity

Certified holder

☐ Yes ☒ No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Norwalk State of Connecticut.

5. Felony Conviction Notice

Please check applicable box:

☒ A publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

**If the third box is checked a detailed explanation of the names and convictions must be attached.*

6. Processing Information

Company contact for:

Contract Management

Contact Person: Rachael Jones Turner

Title: SLED Cooperative Contracts Manager

Company: Xerox Corporation

Address: 6701 Center Dr., W. Suite 420

City: Los Angeles State: CA Zip: 90045

Phone: 310-258-6266 Fax: 717-777-6641

Email: Rachael.Jones@Xerox.com

Billing & Reporting/Accounts Payable

Contact Person: Kathlene M. Andris

Title: Rebate Analyst

Company: Xerox Corporation

Address: 5500 Pear St

City: Rosemont State: IL Zip: 60018
 Phone: 847-928-2543 Fax: 847-233-2571
 Email: Kathlene.Andris@Xerox.com

Marketing

Contact Person: Liz Vega
 Title: Global Marketing Manager
 Company: Xerox Corporation
 Address: 100 S. Clinton Ave XR2
 City: Rochester State: NY Zip: 14644
 Phone: 585-264-6375 Fax: _____
 Email: Liz.Vega@Xerox.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- ☒ Manufacturer direct ☐ Certified education/government reseller
☐ Authorized distributor ☐ Manufacturer marketing through reseller
☐ Value-added reseller ☐ Other _____

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. ☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? ☒ Yes ☐ No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Texas Department of Information	Varies by product	6/16/2019	Client Confidential
GSA Schedule 70	Varies by product	7/25/2017	Client Confidential
California Multiple Award Schedule (CMAS)	Varies by product	12/31/2021	Client Confidential
Midwestern Higher Education Compact	Varies by Product	6/30/2017	Client Confidential
WSCA-NASPO	Varies by Product	12/31/2019	Client Confidential
E&I	Varies by Product	1/31/2020	Client Confidential
PEPPM	Varies by Product	9/17/2018	Client Confidential
North Carolina Department of Information Technology	Varies by Product	3/31/2020	Client Confidential

Xerox has hundreds of state and local government contracts, which must allow cooperative purchasing, based on state law. Some examples of cooperative purchasing companies we are on contract with are listed below. Customer data such as entity names, spend with Xerox and specific contract details are considered Customer Private Data. We recognize this information should be made available because these are Public Sector Customers, however, just as Region 4 ESC has strict regulations and procedures on open records requests, each of our public sector customers has similar regulations.

Tab 3: Company Profile (Appendix F)

Please provide the following:

1. Company's official registered name.

Xerox Corporation.

2. Brief history of your company, including the year it was established.

The origins of Xerox date back to 1906, when the Haloid Company—a manufacturer and seller of photographic paper—was founded in Rochester, New York. The Haloid Company went public on April 17, 1936.

Chester Carlson, a patent attorney and part-time inventor, made the first xerographic image in his makeshift laboratory in Astoria, Queens, in New York City, on Oct. 22, 1938. He spent years trying to sell his invention without success. Some 20 companies, IBM and General Electric among them, met his invention with what Carlson called “an enthusiastic lack of interest.”

Finally, in 1944, the Battelle Memorial Institute in Columbus, Ohio, contracted with Carlson to refine his new process, which Carlson called “electrophotography.” Three years later, The Haloid Company approached Battelle and obtained a license to develop and market a copying machine based on Carlson's technology. Haloid later obtained all rights to Carlson's invention. Carlson and Haloid agreed the word “electrophotography” was too cumbersome. A professor of classical languages at Ohio State University suggested “xerography,” derived from the Greek words for “dry” and “writing.”



Haloid coined the word “Xerox” for the new copiers and, in 1948, the word Xerox was trademarked. In 1949, the first xerographic copier, the Model A, was introduced. Inspired by the early, modest success of its Xerox copiers, Haloid changed its name in 1958 to Haloid Xerox Inc. The company became Xerox Corporation in 1961 after wide acceptance of the Xerox 914, the first automatic office copier to use ordinary paper. In 1966, the first successful fax machine—the Telecopier—was introduced.

During this period of innovation, Xerox also began to create its global footprint, expanding into Canada in 1953. By 1956, Xerox was also in the United Kingdom, with Japan, Central and South America and the Netherlands following in the early 1960s. Today, Xerox conducts business in 180 countries around the world.

September 2009 marked the 50th anniversary of the Xerox 914. More than 200,000 units were made around the world between 1959 and 1976, the year the company stopped production of the 914. In 1985, 26 years after its introduction, Xerox announced that it would no longer renew 914 service contracts in the United States. Instead, a time and materials repair service was offered for the more than 6,000 units still in operation. Today, the Xerox 914 is part of American history as an artifact in the Smithsonian Institution.

In 2007, 27-year Xerox veteran Ursula M. Burns, who joined the company as a mechanical engineering summer intern in 1980, was named company president on April 3 and elected to the Board of Directors. On July 1, 2009, in the Fortune 500's first female-to-female hand-off, Ursula Burns succeeded Anne Mulcahy as Chairman and Chief Executive Officer, becoming the first African-American woman to head an S&P 100 company.

Xerox completed its acquisition of Affiliated Computer Services (ACS) in 2010. With the purchase of ACS, the world's largest diversified business process outsourcing (BPO) firm, Xerox became a \$22 billion global leader in business process and document management.

In 2013, we marked the 75th anniversary of the first xerographic image, created by Chester Carlson to simplify the process of copying information. This xerographic process is still at the heart of most office printers and copiers around the world.

In 2014, we brought to market new products and workflow solutions that increase productivity, mobility, security and sustainability—a strong reminder of our innovation power. We invested nearly \$350 million in acquisitions and strategic partnerships in attractive markets like business process and software platforms and services to maximize our strengths and expand our global reach.

In 2015, we continued to innovate and expand upon the solutions within the three-stage approach with an increased emphasis on Workflow Automation Services. Today, we provide the most comprehensive portfolio of MPS services in the industry and are recognized as the industry leader by several major analyst firms, including Gartner, IDC, Quocirca, Info Trends and Forrester.

In 2017, Xerox Corporation split into two, publically traded companies. Today, Xerox's Document Technology division (now known simply as Xerox) is an \$11B business with approximately 35,000 employees globally.

Today, Xerox's engineers, scientists and researchers are still continuing to invent ways that make work, and life, a little simpler.

3. Company's Dun & Bradstreet (D&B) number.

Xerox's Dun and Bradstreet (DUNS) number is 04-959-1852.

4. Corporate office location.

Our registered corporate office address for company headquarters is:

Xerox Corporation
201 Merritt 7
Norwalk, Connecticut 06851

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

Globally, Xerox has approximately 35,000 employees, most of whom are based in the United States. Currently, our counts for the U.S. and the globe are as follows:

United States: Approximately 20,000 employees

Outside of the U.S. Approximately 15,000 employees

In the U.S., Xerox employs 4,200 people in sales. We do not report on the number of employees by market, however, we estimate that over 50% of our sales people have public sector organizations within their assignments that would qualify to use the Region 4 ESC contract.

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

In the U.S., sales offices are available in all 50 states as well as the District of Columbia. A complete list of all U.S. sales offices is provided in **Attachment A**. The key contact for each location is

Rachael Jones Turner at Rachael.Jones@Xerox.com or 310-258-6266 or Jenifer Siodlowski at Jenifer.Siodlowski@Xerox.com or 717-777-6628.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

a. Sales

Rachael Jones Turner

State, Local & Education Cooperative Contracts Manager
Public Sector Center of Excellence
Email: Rachael.Jones@Xerox.com
Phone: 310-258-6266

Xerox Corporation – 1981 to present

Current Role:

- Responsible for the strategic direction and deployment of Cooperative contracts in all Xerox Sales Channels across North America.
- Educate all sales channels on the contract scope and benefits.
- Expand new offerings on the contract vehicle
- Coordinate marketing strategies to drive contract awareness and revenue growth.
- Key focal point for customer and sales representatives' inquiries regarding the contract.

Education:

Bachelor of Arts in Economics, University of California, Berkeley

b. Sales Support

Jenifer Siodlowski

S&L Cooperative Contract Administration
Email: Jenifer.Siodlowski@Xerox.com
Phone: 717-777-6629

Xerox Corporation – 2008 to present

Current Role:

- Assist with contract implementation upon award of contract
- Assist with delivering training and ongoing support to order administration teams, and all sales on the contract scope and benefits.
- Focal point for customer and sales representative inquiries regarding contract.

Education:

Duff's Business School, Pittsburg, PA

c. Marketing

Liz Vega

Global Marketing Manager, NAO Global Marketing

Email: Liz.Vega@Xerox.com

Phone: 585-264-6375

Xerox Corporation – 1998 to present

Current Role:

- Responsible for industry positioning, demand generation and Public Sector marketing programs for the United States. Primary focus on state government, local government, federal government and K-12 education. Position builds on experience and knowledge gained prior to Xerox working for Governors, members of Congress, Mayors and other elected officials.

Education:

B.S. Telecommunications, Michigan State University, Lansing, MI

M.S. Management, Nazareth College, Rochester NY

Post Graduate: Dartmouth College, The Tuck School of Business sponsored by Xerox Corporation

Certified Lean Six Sigma Green Belt

d. Financial Reporting

Kathlene M. Andris

Rebate Analyst – Base Billing COE/ US Customer Business Operations

Email: Kathlene.Andris@Xerox.com

Phone: 847-928-2543

Xerox Corporation – 2000 – present

Current Role:

- Responsible for gathering data pertinent to customer contractual reporting requirements, vetting data, preparing reports and payment of fees associated with the contract.

Previous Roles:

Originations Analytics and Compliance

Customer Relations

Collections & Inquiry

Education:

Associate Degree: Early Childhood Education

Bachelor's Degree: Business Administration Management

Certified Lean Six Sigma Green Belt

e. Executive Support

Mark Browning

Vice President, Public Sector Center of Excellence

NAO Sales Excellence Organization

Email: Mark.Browning@Xerox.com

Phone: 717-777-6624

Xerox Corporation – 1998 – present

Current Role:

- Manage and deploy strategies for Federal, State, Local, K-12 and Higher Education across North America.
- Define pursuit, pricing and win strategy for large accounts in the Public Sector marketplace.
- Manage organization of 13 Public Sector general managers in the DOD Federal market and across all 50 states.
- Define and deploy the technical and solutions strategy for all channels selling in the Public Sector marketplace.
- Manage compliance department and implement compliance and audit strategy for all Federal, State and Local contracts.
- Manage Federal/State and local pricing and contract group supporting all Xerox channels across North America.
- Manage and deploy cooperative contract vehicles across all 50 states.

Education:

A level History and Government and Politics
Vyners College London England

8. Define your standard terms of payment.

Xerox requires payment of all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from the Customer's bank account within the timeframe provided for in any applicable prompt payment statutes, or within 30 days after the invoice date, if no such statutes apply. Restrictive covenants on instruments or documents submitted for or with payments Customer sends to Xerox will not reduce Customer's obligations. If a Customer disputes any amount included in an invoice, then the Customer must notify Xerox of the dispute in writing and work with Xerox to resolve such dispute. Pending resolution of such disputed amount, the Customer shall pay all undisputed amounts in accordance with the payment terms. Xerox may charge a late interest charge on past due undisputed amounts, as allowed under the applicable state's laws.

The Customer will be in default if Xerox does not receive payment within forty-five days of the invoice date, or if Customer breaches any other obligation under its agreement with Xerox. In the event of default by the Customer under an order, Xerox, in addition to its other remedies, including termination and the assessment of any applicable early termination charges, may assess interest on past due amounts at a rate of 1.5% per month until paid, or as otherwise allowed under the applicable state's law.

9. Who is your competition in the marketplace?

Xerox is a leading global provider of digital print technology and related solutions. One of our primary offerings, Managed Document Services includes a continuum of solutions and services spanning from managing print to automating processes to manage content. Our primary offering within Managed Document Services is Managed Print Services (MPS) including Workflow Automation Services and Communication and Marketing Solutions (CMS). Recently issued reports from all four major industry analyst firms (Gartner, IDC, Forrester, and Quocirca) have identified Xerox as an industry leader in Managed Print Services (MPS).

Gartner, Inc. Magic Quadrant for Managed Print and Content Services (MPCS) 2015

The Magic Quadrant is a proprietary research tool developed by Gartner that offers visual snapshots of a market's direction, maturity and participants, and evaluates companies on a set of criteria. Xerox has been positioned as the market's top provider within the 2015 Leaders quadrant for Managed Print and Content Services based on our "Completeness of Vision" and "Ability to Execute."

According to Gartner, the ability to execute axis position for each MPS provider is based on its success in delivering results today, as well as its preparation to deliver results in the future. The Completeness of Vision axis reflects each MPS provider's prospects for success by analyzing its view of the market, service operating model, and strategic plans for growth and service improvements. As the current industry leader, Xerox is well equipped to retain its hold on the marketplace for years to come.

The Magic Quadrant graphic was published by Gartner Inc. as part of a larger research note and should be evaluated in the context of the entire report. Copies are available on at <http://www.gartner.com/reprints/xerox?id=1-2UM5U42&ct=151223&st=sg>

Gartner's View of Xerox

"For customers and competitors alike, Xerox has long defined the substance and form of the MPS practice. It serves customers of all sizes, in all world regions, and partners with Fuji Xerox in the Asia/Pacific region to deliver a largely parallel MPS lineup to that of Xerox. The two companies also collaborate on global customers. Xerox has four MPS plans, with overlapping criteria for which customers are eligible for its direct MPS program and its channel-delivered program.

Xerox's Managed Content Services (MCS) lineup cuts across all four competencies: the IT side of printing, business process automation, business process optimization and emerging MCS. Enterprises can tie their engagements into other Xerox services, such as business process outsourcing, reprographics, scan/capture and production printing. Xerox is a Leader because it has proven itself on behalf of customers of many sizes, types and locations, and because its innovations continue to shape MCS practices."

Gartner

Xerox has been positioned as the market's top provider within Gartner Inc.'s 2015 Leaders quadrant for Managed Print and Content Services based on our "Completeness of Vision" and "Ability to Execute."

According to Gartner, the ability to execute axis position for each MPS provider is based on its success in delivering results today, as well as its preparation to deliver results in the future. The Completeness of Vision axis reflects each MPS provider's prospects for success by analyzing its view of the market, service operating model, and strategic plans for growth and service improvements.

InfoTrends

In 2015, Xerox was also recognized by InfoTrends—a leading market research and analytical firm—as the current and undisputed leader in the MPS marketplace. InfoTrends' March 2015 report, "Managed IT Infrastructure: Managed Print Services Report," places Xerox ahead of the competition based on our established base of offerings, our diverse sales and delivery capabilities and our vision for the future.

Quocirca

Xerox is proud to be positioned as the leader in the 2016 Quocirca Managed Print Services Landscape for the seventh straight year. The report distinguishes Xerox for market presence, breadth of services portfolio, completeness of vision and customer base with high marks across the report's assessment criteria.

IDC

According to IDC's Managed Print and Document Services (MPDS) report, **Xerox is the industry leader in the combined worldwide managed print and document services and basic print services market segment** in 2015.

10. Overall annual sales for last three (3) years; 2014, 2015, 2016.

2016 - \$10.7 Billion

2015 - \$18.0 Billion

2014 - \$19.5 Billion

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2014, 2015, 2016.

We do not make this information publicly available. Over one half of Xerox revenue now comes from services contracts such as MPS. We estimate over two thirds of our revenue comes from Public Sector State & Local Government.

12. What is your strategy to increase market share?

Xerox has a nationwide Public Sector sales organization that operates in all 50 states, with multiple sales channels serving government and educational entities. Our highly knowledgeable sales force is educated on the benefits of cooperative contracts and will engage key decision makers at eligible TCPN entities to inform them of the opportunity and promote the benefits of a cooperative contract with Xerox.

The Public Sector Center of Excellence is responsible for all aspects of contracting with our public sector clients, and will oversee activities for all TCPN members using the cooperative contract vehicle. Xerox will market, promote and sell the value of using the TCPN contract vehicle in cases which a participating entity, institution or agency does not already have an established agreement or contract vehicle in place, and will demonstrate why it will be advantageous for them to utilize the cooperative agreement.

Adding Value: The Xerox Public Sector Center of Excellence features a dedicated resource, a State, Local & Education (SLED) Cooperative Contracts Manager, whose charter is to educate, promote and market the Region 4 ESC contract to the Xerox Public Sector General Managers and all of the sales channels on all of the aspects of the contract. The Public Sector General Manager, reporting into the Public Sector Center of Excellence, reinforces the contract training in their respective states to ensure Xerox can best educate TCPN members on the benefits of the cooperative contract vehicle.

13. What differentiates your company from competitors?

Today's Xerox is a leader in Document Technology and Document Outsourcing solutions, using the advantages of our people, our approach, and industry leading technology to solidify our stronghold in a number of competitive markets.

Our Approach

- We're driven to help people work better in everything they do – contributing to our customers' ongoing success.
- We have deep industry knowledge and take the time to understand our clients' business and how they work, to build and create solutions – to help them achieve their goals.
- We work with clients to innovate, incubate and explore new solutions to critical business challenges.
- Using ethnography and user centric design, we study how people work in order to make it better.
- We know every workflow is different, so we strive to create solutions that match each need.

Our Market Position

- MPS Market share leader and thought leader according to leading Industry Analyst Firms.
- #1 market share in equipment revenues for 25 consecutive quarters.
- Managing 60 billion printed pages per year with unparalleled global delivery.
- Tight integration with technologies used by today's workforce enabling access to cloud-hosted services, exceptional customized experiences, and maximum productivity.

Our People

- We never give up – whether it is providing support to customers, developing a better way to help customers work better, or pushing the limits of technology and software innovation.
- We believe collaboration and teamwork are the only way to achieve success.
- We attract, hire and retain the top talent with the best skills.
- Named one of the world's most ethical companies by Ethisphere Magazine, for 10 consecutive years.
- Listed as one of the World's Most Admired Companies by Fortune Magazine.

Our Technology and Innovation

- World renowned innovation and expertise – including printing, advanced color science, digital and video imaging, workflow automation, connectivity, and analytics.
- We are innovators and inventors and our people have over 12,000 active patents. Xerox is one of the top 20 patent producing companies in the world.
- With Fuji Xerox, over \$1.2 billion invested in R&D and engineering each year.
- 5,000 scientists and engineers globally, with research centers in the U.S., Canada, Europe and India.
- Xerox has been the force behind major breakthroughs – such as ConnectKey and iGen – which have transformed how work gets done.

14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

Xerox's private and secure website, with 24/7 availability, help you order equipment, supplies and services online; saving your business time and money. Xerox E-Commerce solutions provide convenience in a few clicks, including real time exchange of data between requestor and supplier (not applicable to product inventory status), online quotations and ordering. Links to additional information (such as contract information for your Xerox account team contact information, contract Terms and Conditions and other relevant information) can be added to your Custom web ordering portal (extranet). The chart below offers a summary of the Xerox Elite e-Commerce solutions.

Xerox Elite B2B eCommerce Solutions Overview.

B2B eCommerce Solutions Overview

- Enable the online ordering of equipment, supplies and Xerox Replacement Cartridges for our Global and Enterprise Accounts

Benefits:

- Secure access to Xerox contracted products and pricing, 24/7
- Display common product configurations and pricing for ease of ordering
- Standardize procurement process across all locations for authorized buyers
- Enables online supply order status tracking and equipment history reporting
- Improves order efficiency and cycle time
- Reduces cost through elimination of paper
- Offered as value-added service

My Supplies	Web Ordering Portal (Extranet)	eCatalog	PunchOut eCatalog
Xerox North America, Xerox Europe	Global*	Global*	Global*
Authorized buyers have access to catalog of supplies at their company's negotiated price plan	Authorized buyers have access to a catalog of equipment and supplies at negotiated prices including Metered Supplies Ordering; account management capabilities and collaboration tools	Portfolio of all available products, supplies and services posted on client's intranet maintained by Xerox	Private extranet connected to ERP system (Ariba**, SAP, JAGGAER, etc.) via PunchOut link.
Includes genuine Xerox supplies (consumables) and Xerox Replacement Cartridges	Includes contracted equipment, consumables, Xerox Replacement Cartridges and 3 rd party supplies for Managed Services and Base Business accounts	Includes contracted equipment, consumables, 3 rd party supplies, and Xerox Replacement Cartridges	Authorized users add contracted equipment and supplies to a shopping cart, sent directly to client ERP for approval

* All global currencies supported

** Platinum Certified Ariba Supplier and a member of the ASN since 2000



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15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

At Xerox, we deliver support Where, When and How you need us:

Online - easy, flexible, instant access

On Call - live support, just a call away

Onsite - responsive, highly trained, certified

Xerox has made significant investments in automating our support capabilities to ensure we are providing you with the quickest solution to machine problems and answers to your support questions. In fact, we now resolve over 45% of customer problems online or on call. This means that about half the time, you are up and running without waiting for your Customer Service Engineer (CSE).

Online

• **Support Assistant**

Xerox has an award-winning online assistance platform available to you 24 hours a day, seven days a week at www.xerox.com/support. It offers you online interactive technical and operational help for our products via our integrated and constantly updated knowledgebase. Online assistance offers the latest technical solutions and illustrated step-by-step operational tips. This easy-to-use first line of support gives you the help you need, when you need it.

• **MySupport**

Xerox offers a personalized portal for customers that have a Full Service Maintenance Agreement, Lease or Rental Agreement. MySupport is a "secured" portal that uses a single-sign on. The single-sign on allows you to access the MySupport portal and Account Management tools without having to login twice. MySupport displays support and usage content such as drivers, documentation, meter reads and supply levels filtered for the devices you identified during the MySupport registration process.

- **Email**

Recognizing everyone has different preferences on how to engage with Xerox Support, Xerox offers email capabilities for both service and support requests. It's simple. Log onto www.xerox.com/support, select your product, then select the Support link. Under the Product Support Links, you can select either Email Xerox Support or Request Onsite Service.

Both links provide a form to complete with each identifying the expected response times. Once the form is completed and sent, you receive an automated response providing a case number. The North American Customer Support Center, which receives the email, will dispatch a service call in response to the Request Onsite Service email and will search the product knowledgebase to provide a solution to you, then dispatch a service call in response to the Email Xerox Support email.

- **Remote Device Management**

Remote machine connectivity is the foundation for enhanced, proactive support. Many Xerox devices can be configured to transmit data that captures system settings, firmware versions, retrofit status, fault history, high-frequency service items approaching replacement intervals, readings from paper path timing, heat and pressure sensors, image quality, registration and alignment, and other engineering data. Availability of remote data for a customer's system enables Xerox to diagnose root causes quickly when problems occur, and to be proactive in sensing when problems might be approaching. The remote data sent from the device does not contain any customer job content or personally identifiable information, and is secure and encrypted.

On Call

For situations that need immediate personalized telephone support, you can call the North American Customer Support Center (NACSC) 24 hours a day, seven days a week. Our team of over 600 professional and friendly Customer Support Representatives (CSRs) provides one-to-one expert advice over the phone during contracted hours of support. If your service call is placed outside of the hours designated for on-site service, it is logged and the local Customer Service Engineer is notified first thing, the next business day, so he or she can provide you service at your site as soon as possible.



- Service Call Activity Management
- Asset Database Maintenance, Meter Reads and Move / Add / Change
- Supplies Ordering and Tracking
- Problem Resolution and Issue Escalation
- Activity Reporting

The Xerox Customer Service Support Representative (CSR) answering your call will be able to help you solve many common problems quickly and easily over the phone. Should your organization's needs require you to contract with Xerox for extended maintenance service, Xerox provides on-site support for designated products available 24/7. You can also obtain service assistance by accessing our award-winning Online Support Assistant at www.xerox.com/support, available 24/7.

Onsite

Technical Services Onsite

Xerox Services has a highly skilled independent and manufacturer-certified team of Customer Service Engineers (CSEs). Extensive ongoing training ensures that our CSEs know their customers' requirements and can support their needs.

Xerox's response time objective is to return all service calls within one business hour, and to arrive on-site on average within 3.5 to 4 business hours for multifunction color devices, 4 to 8 business hours for multifunction black/white devices, 3.5 to 4 business hours for black/white light production devices, 2 to 4 business hours for black/white production devices, 2.5 business hours for color entry production devices, 2 business hours for color production devices, and eight (8) business hours for desk-top printers if the problem cannot be resolved over the phone.

Response time is calculated based on the quarterly response time average for the entire Xerox-branded equipment population. Calls can be placed toll free 24-business hours per day, 7 days per week, and 365 days a year. During standard business hours (8 A.M. to 5 P.M., Monday thru Friday), all service calls will be directed to our Service Welcome Center where our service personnel will attempt to resolve the issue over the phone through on-line diagnostics.

If the problem cannot be resolved over the phone the representative will provide the caller with the technicians estimated time of arrival. The Service Technician will contact the caller prior to arriving on-site to discuss the problem and determine if they have the appropriate parts, or if there will be a change to the arrival time. Evening, weekend, and holiday phone service is also available.

Additionally, Xerox service contracts are extremely flexible. We will work with you to create a customized service coverage model that meets your specific needs, for example, second shift coverage for a week or holiday coverage for a mission-critical production period.

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Litigation

As a multi-national commercial organization, Xerox is constantly involved in a number of debt, employee and other actions, both as the applicant and respondent. However, none of these actions are significant considering the size and nature of Xerox's business.

Xerox is a multinational corporation doing business in over 160 countries with annual revenues of approximately \$11 billion dollars. All material litigation is disclosed in Xerox's Annual and Quarterly Reports (Form 10-K and Form 10-Q) filed with the U.S. Securities and Exchange Commission (SEC). These reports are available to the public on the SEC website and on Xerox's website <http://www.xerox.com/investor>.

To the best of our knowledge, there are no pending legal actions that have been announced that would impact our ability to serve ESC or its members/customers/employees.

Bankruptcy

Xerox can confirm that it is not bankrupt and has never filed for bankruptcy. Additionally, we have not had a receiving order or administrative order made against it. Additionally, we can confirm that Xerox has not made any composition or arrangement with or for the benefit of its creditors, has not otherwise become apparently insolvent, and is not the subject of a winding up order.

Reorganization

Effective January 1, 2017, Jeff Jacobson replaced Ursula Burns as CEO of Xerox Corporation. Jeff joined Xerox in February of 2012 from Presstek where he served as the company's president and chief executive officer since 2007, adding the title of chairman in 2009. Presstek is a supplier of digital offset printing solutions to the printing and communications industries. Prior to his role at Presstek, Jeff was chief operating officer of Eastman Kodak Company's \$3.6 billion Graphic Communications Group. He also served for five years as CEO of Kodak Polychrome Graphics, a \$1.7 billion joint venture between Sun Chemical and Eastman Kodak.

“Since joining Xerox, Jeff has demonstrated his knowledge, leadership and passion for the business and our customers. We now entrust him to execute on the strategy, one that is well planned and positions us for long term market leadership and profitability. I’m confident the business is in extremely capable hands with Jeff.” – Ursula Burns, former Xerox CEO.

As most of our clients—and prospective clients—know, Xerox separated our company into two independent, publically traded Fortune 500-level companies at the end of 2016.

This separation created a new Business Process Outsourcing (BPO) company and a new Document Technology company, Xerox Corporation, which includes Xerox's document technology, document outsourcing and managed print services businesses.

The new Xerox Corporation pursues its own strategic agenda and has the operational simplicity and agility to respond to shifting market demands, allowing us to improve on the already world-class services we provide our clients every day.

While Xerox settles into life as a new company, our commitment to our clients is unwavering and will allow ESC to expect the same quality of customer service and operational excellence on which our clients have come to rely.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

a. A co-branded press release within first 30 days

We would work directly with the client to issue a press release. We can draft the release based on information from the client and ensure that the client will have the ability to make any edits prior to any information being released. We can disseminate the release based on our media list or the clients.

b. Announcement of award through any applicable social media sites

With the press release, Xerox can amplify (share the link) to the press release on our social channels – Facebook, Twitter and LinkedIn.

c. Direct mail campaigns

Xerox will co-market direct mail campaigns with Region 4 ESC to promote our products and services with public sector entities using the Region 4 ESC contract.

d. Co-branded collateral pieces

Xerox will support the development of a co-branded collateral with Region 4 ESC to be distributed through email, email campaigns and our sales representatives.

e. Advertisement of contract in regional or national publications

Xerox may support the advertisement of contract in regional or national publications. These decisions would be based on available Xerox Public Sector Organization funding, applicable publications, etc.

f. Participation in trade shows

Xerox Public Sector sales teams participate in key Government state and local conferences nationwide throughout the U.S. Xerox understands the value of partnering with organizations like Region 4 ESC and will continue participating the national trade shows such as NIGP.

g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:

- i. TCPN and Region 4 ESC Logo.
- ii. Link to TCPN and Region 4 ESC website.
- iii. Summary of contract and services offered.
- iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials.

Xerox will create a Region 4 MPS landing page with a summary to include TCPN and Region 4 ESC logo, a link to TCPN and Region 4 ESC website, contract and services offered and due diligence documents.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Xerox has dedicated Managed Print Sales Specialists in addition to multiple sales channels all of which promote managed print services opportunities. We also have a senior executive Account General Manager sales organization, which is aligned to individual states. At the core of their sales strategies is working directly with state and local government, municipalities, schools, universities and other public institutions to understand their needs, then collaboratively figure out a way in which we can best meet them through the services and solutions and technology we provide through our portfolio of offerings. We will highlight and promote the value of the TCPN contract vehicles as a unique value proposition in that we are an end-to-end provider of a wide range of document management solutions. The needs of public sector entities vary significantly based on a variety of factors such as the size or type of government entity. Xerox's comprehensive proposal will describe our ability to meet Region 4 ESC/TCPN member's requirements with solutions and products that include a robust portfolio of managed print services, software and best-in-class print and copier technology, supported by a sales, service and operations infrastructure.

19. Explain how your company plans to market this agreement to existing government customers.

To ensure the success of Region 4 ESC's cooperative contract, Xerox will employ our proven two-pronged approach to drive maximum utilization across participating entities and promote the value and benefits of the contract vehicle.

- 1) **Internal Initiatives** – At the heart of our strategy is educating our dedicated sales force aligned to Public Sector entities, specifically our clients in government, higher education and primary education. We believe that, as our sales force understands the power the contract holds, success will inevitably follow. Xerox will initiate an extensive internal marketing effort to provide the Xerox sales force with a complete understanding of the contract vehicle, the value to eligible members and access to successful strategies that will allow them to articulate the advantages of attaching themselves to the contract itself.

The Xerox Public Sector Center of Excellence provides services in all 50 states and ensures that our solutions align to the requirements of our public sector clients. Xerox is not only a regional provider—we have an organization dedicated entirely to the sales and support of our state and local-level partners called the Public Sector Center of Excellence. Our experienced team members are focused on driving satisfaction among your employees while providing valuable services to your constituents.

Our internal advocate, the Public Sector Center of Excellence State & Local Cooperative Contracts Manager, will educate and promote the internal benefits of the Region 4 ESC cooperative contract to Xerox's vertical sales teams. The necessary training and documentation will be delivered to ensure that our sales teams are up to date on the contract vehicle.

- 2) **External Marketing** – Xerox has an extensive communications infrastructure in place today, ready to market to the institutions immediately eligible for the Region 4 ESC's cooperative contract. We will market, promote and sell the value of using the Region 4 ESC contract vehicle in cases which a participating entity, institution or agency does not already have an established or preferred agreement or contract vehicle in place, or where it would be advantageous for them to do so.

In addition to a variety of communications materials and training that we deliver, Xerox has dedicated state & local sales reps and specialists whose first go to market strategy is to work directly with state and local agencies to create awareness and oversee needs analysis to generate Xerox technology and services opportunities. They manage their territory and know each client's current contracts, requirements and procurement strategies. They are responsible for outreach to key decision makers and email marketing campaigns to key non-users for new opportunities.

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

As a continued partner, Xerox' objective is to successfully implement the contract to ensure continued contract acceptance, adoption and contract revenue growth. To achieve these goals, Xerox has developed a comprehensive 90-day action plan detailing how we will implement the contract upon award.

Action	Time	Required Resources
Sign Contract	30 days	Xerox SLED Cooperative Contracts Manager & Region 4 ESC/TCPN
Implement contract in Xerox contract management system to enable order taking.	30 days	Xerox Major Account Contracting & Pricing Org
Contract Award Announcement Memo to all Sales, Billing Rebate Analyst and Order Entry Teams with pricing and contracting details to enable immediate order taking.	30 days	Xerox SLED Cooperative Contracts Manager
Issue Press Release	30 days	Xerox SLED Cooperative Contracts Manager & Region 4 ESC/TCPN
Meeting with Region 4 ESC/TCPN to outline marketing strategy	30 days	Xerox SLED Cooperative Contracts Manager & Region 4 ESC/TCPN

Action	Time	Required Resources
Conduct a national webinar to educate all sales channels on the benefits of the contract vehicle. Training to include: <ul style="list-style-type: none"> - Contract scope - Breadth of solutions - Region 4 ESC/TCPN Overview - Marketing - Available Resource Support 	60 days	Xerox SLED Cooperative Contracts Manager & Region 4 ESC/TCPN
Create co-marketing collateral	60 days	Xerox SLED Cooperative Contracts Manager & Region 4 ESC/TCPN
Define integration between Region Managers and Xerox sales force	60 days	Xerox SLED Cooperative Contracts Manager & Region 4 ESC/TCPN
Assess contract success and make adjustments as needed	90 days	Xerox SLED Cooperative Contracts Manager & Region 4 ESC/TCPN

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

Xerox is in a unique position to educate our national sales force to promote Region 4 ESC Master Agreement upon award. The Public Sector Center of Excellence is responsible for all aspects of contracting with the Public Sector marketplace, including contract enablement and support, contract education, pricing and strategy, reporting and compliance. The Public Sector Center of Excellence features a dedicated resource, a State, Local & Education (SLED) Cooperative Contracts Manager, whose charter is to educate, promote and market the Region 4 ESC contract to the Xerox Public Sector General Managers and all of the Sales Channels on all of the aspects of the contract. The Public Sector General Manager, reporting into the Public Sector Center of Excellence, reinforce the contract training in their respective states. They are responsible for maintaining executive relationships within their states and knowing the cooperative purchasing laws of the states they cover. They have the responsibility of growing revenue through the use of the competitively bid cooperative contracts.

The State and Local Cooperative Manager will prepare launch documentation and training documents to include an introduction to Region 4 ESC, the overview and benefits of the master contract, pricing and contract support collaterals. WebEx trainings will be scheduled and delivered to the national sales force represented by our multiple Sales Channels who sell and market products across the United States. WebEx trainings will be recorded and distributed for on-demand viewing. Refresher training will be delivered throughout the year or should modifications be made during the term of the contract. We continue to share the value of referencing the Region 4 ESC website to understand the cooperative purchasing state statutes.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Because of the tremendous value associated with our brand, Xerox provides our company logo after the review of the use of our logo by the Xerox brand team, prior to the release of any marketing communications. Xerox Corporation shall have ten business days to approve such use prior to publication.

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ 3 Million In year one

\$ 8 Million In year two

\$ 13 Million In year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Xerox limits the number of cooperative purchasing programs we participate. We would rather partner with a small number of strategic partners that are well respected in the market than participate on every cooperative that we are invited to respond to. Some of the key cooperative purchasing programs we participate with are:

NASPO ValuePoint

Xerox has held a contract with NASPO ValuePoint (formerly WSCA) for a number of years. The contract is a copier printer contract available to 23 states. Details concerning the contract and the current implementation can be found at www.naspovaluepoint.org.

Contact Information:

Bart Lemmon

Supplier Development Director

425-255-0730

E&I

Xerox has been a long-standing partner with E&I. We hold a managed print services contract available to the Public Sector Education marketplace. Details concerning the contract and the current implementation can be found at www.eandi.org.

Contact Information:

Robert Cutler

Portfolio Support Executive

224-500-8836

PEPPM

Xerox has been a partner of PEPPM for years, holding a copier printer and managed print services contract available in all 50 states. Details concerning the contract and the current implementation can be found at www.peppm.org.

Contact Information:

Jared Lehman

Program Manager

570-523-1155, ext.2169

25. Describe the capacity of your company to report monthly sales through this agreement.

Upon award, Xerox Corporation will establish a unique internal contract number that will drive the Region 4 ESC negotiated terms and pricing. All orders placed will be done so within our internal systems referencing such contract number. As a result, there can be no deviation from compliance and we will provide reporting and a remittance fee based on all of the data driven under that contract number. The Contract Number is utilized to pull all products and subsequently the charges billed each month. Monthly charges are tracked on a control document and examined for consistency. Any variations in the baseline are examined and resolved prior to issuing report and payment.

- Each administrative fee process and reporting are audited at least annually by Xerox internal compliance to identify any potential gaps and propose solutions.
- Periodically Xerox Internal Auditors will complete a full audit of the end-to-end processes to ensure proper accounting practices are in place.
- All administrative fees will be remitted to an address or via wire transfer to be indicated in the master agreement by Region 4 ESC. Region 4 ESC is responsible for notifying Xerox of any changes to the remittance requirements.

Xerox will pay an administrative fee of 3% of billed revenue each month. Associated reporting will be created to support the administrative fee payment. Xerox is capable of generating reporting for technology orders containing any one of the below fields; Reporting for MPS orders will contain MPS contract number, customer name and billed revenue for period of performance. Additional fields may be available on some MPS orders.

- Bill To Name
- Bill To Address 1
- Bill To Address 2
- Bill To Address 3
- Bill To City, State
- Bill To Zip Code
- Ship To Name
- Ship To Address 1
- Ship To Address 2
- Ship To Address 3
- Ship To City
- Ship To Zip Code
- Order Number
- Customer Po Number
- Xerox Customer Number
- Order Type
- Po Date (Order Date)
- Ship Date
- Invoice Date
- Invoice Number
- Product Number
- Product Description
- Unit Price
- Quantity

- Total Price
- Admin Fee

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

The Xerox Report Manager (XRM) is designed to interface with each module within the Xerox Tools suite to collect, consolidate and report on asset and incident related activity. XRM consolidates data and inputs from several operational components to generate comprehensive reports and business analytics for all assets and service activities being managed.

Xerox Report Manager incorporates easily understood and highly flexible reporting with a wide range of standard and customizable reports aggregating data directly from Xerox Services Manager, giving a complete view of all managed services activities. Xerox Report Manager becomes the data warehouse to aggregate cost, productivity, customer satisfaction, and service metrics.

This powerful, Web-based application allows you to create, manage, and deliver reports. The data collected is reported in output formats compatible with standard off-the-shelf data display and analysis tools (such as Microsoft® Excel®), which helps leverage information more easily. Examples of reports we can provide include:

Enhanced Account SLA Report (EPS only)

Asset Details Report

Enhanced Meter Volume Metrics Report

Job Details Report (EPS only)

CAD Summary Report

Sample Reporting

As part of a standard Managed Services contract, Xerox provides regular, timely reporting on print volumes, incident reports (paper jams, faults, etc.), service tickets, problem types, percentage of proactive versus reactive responses, and supplies replenishment levels and break-fix service.

Samples of our dashboard reporting can be found below:

Volumetric Summary				
Meter	Sep2015 - Nov2015	Jun2015 - Aug2015	% of Total	Quarterly Change (%)
B/W	3,710,411	3,834,940	72.82%	-3.25%
Colour	1,384,633	1,110,654	27.18%	24.67%
Total	5,095,044	4,945,594		3.02%

YTD	Volume	% of Total
B/W	14,437,520	76.63%
Colour	4,403,127	23.37%
Total	18,840,647	

Incident Summary

Type	Sep2015 - Nov2015	Jun2015 - Aug2015	% of Total	Quarterly Change (%)
Proactive	223	198	48.69%	12.63%
Reactive	235	218	51.31%	7.80%
Total	458	416		10.10%

Type	Sep2015 - Nov2015	Jun2015 - Aug2015	% of Total	Quarterly Change (%)
Break Fix	117	124	25.55%	-5.65%
Supplies	341	292	74.45%	16.78%
Total	458	416		10.10%

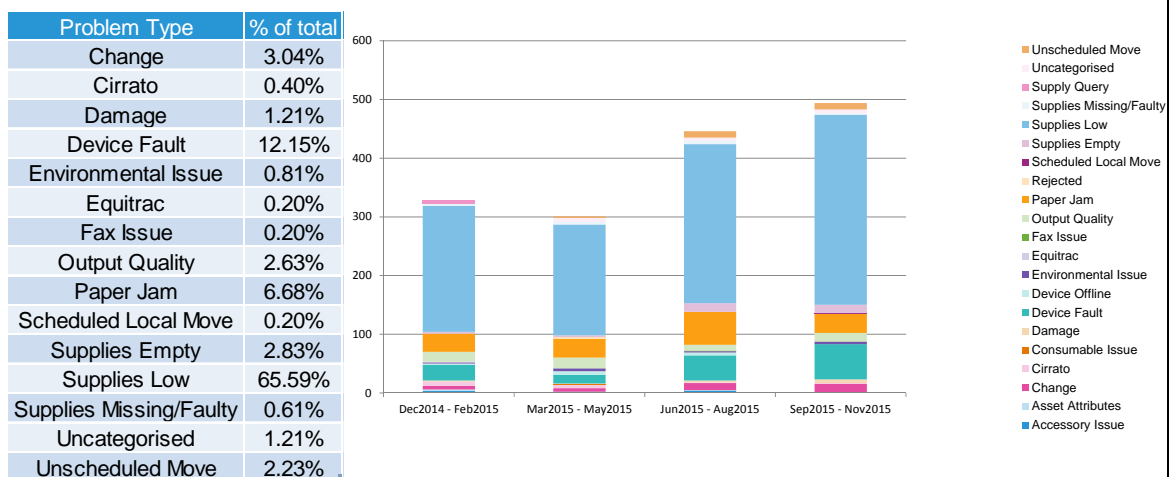
Device Log/ Incident Description

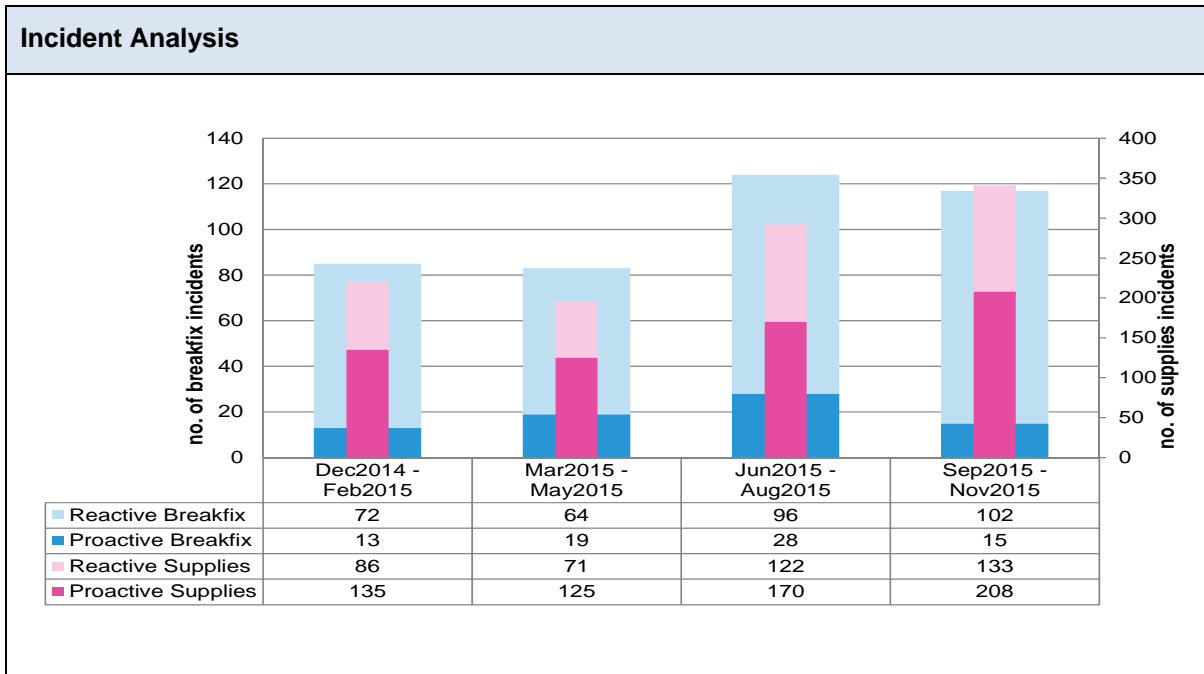
Quarter	Asset Number	Serial Number	Model Name	Location Name	Problem Type	Total
Sep2015 - Nov2015	PRN2019244	3660204619	Xerox->WorkCentre 5845-PGPK [Certified]	Location	Paper Jam	8
Sep2015 - Nov2015	PRN2019022	3912734268	Xerox->WorkCentre 7835-PGPK [Certified]	Location	Device Fault	4
Sep2015 - Nov2015	PRN2019240	3912813460	Xerox->WorkCentre 7835-PGPK [Certified]	Location	Device Fault	3
Sep2015 - Nov2015	PRN2019234	3912812641	Xerox->WorkCentre 7835-PGPK [Certified]	Location	Device Fault	3
Sep2015 - Nov2015	03384E09	3327660470	Xerox->WorkCentre 7225-PGPK [Certified]	Location	Paper Jam	3

Service Level Agreement Dashboard

SLA ID	SLA Description	Target	Dec2014 - Feb2015	Mar2015 - May2015	Jun2015 - Aug2015	Sep2015 - Nov2015
1	Device Uptime Across Fleet per Quarter	98.00%	99.14%	99.04%	98.23%	98.10%
2	Break/Fix (next business day)	80.00%	75.29%	79.52%	65.32%	47.86%
3	Break/Fix (2nd business day)	100.00%	90.59%	89.16%	83.87%	78.63%

Incident or Problem Type





27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Xerox does not have any suggested improvements and alternatives for doing business but, if awarded, would provide ongoing feedback throughout the course of the contract on opportunities to improve contract revenue growth.

28. Please provide your company's environmental policy and/or green initiative.

As environmental awareness rises, corporations look for ways to reinforce their corporate social responsibility initiatives to improve brand perception (seeking higher ratings on indexes such as the Dow Jones Sustainability Index, FTSE4good and Carbon Disclosure Project) and shareholder value. Ratings systems use greenhouse gas (GHG) emissions, water use and waste as three key measures of progress on corporate sustainability. Poor performance in these areas results in a reduced score for any organization, and it takes a variety of tools to improve that perception.

Vendors that score well typically take a more comprehensive approach to sustainability services. For example, the **Greener Intelligence** approach that Xerox offers uses a range of tools to help enterprises address print from a behavior perspective. It also provides data and tools aimed at optimizing print use while reducing cost and environmental impact.

With Greener Intelligence in place, ESC can find better ways to achieve these goals:

- **Energy reduction:** Print asset optimization and updates improve energy consumption and reduce wasted materials.
- **Reduced paper usage:** By leveraging print authentication and authorization capabilities and gamification techniques, print behaviors can be shaped to reduce unnecessary prints.
- **Reduced waste:** Newer, more sustainable print technologies drastically reduce the amount of waste generated from printing practices.
- **Digital Transformation:** Other paper reduction initiatives result from adoption of digital workflows integrated with Enterprise Content Management (ECM) platforms.

Make Technology Part of Your Sustainability Strategy

IT sometimes comes under scrutiny for its contribution to energy and carbon footprint generation, thus the growing interest in “greener IT” practices. But IT is also heavily responsible for finding ways to work that are also better for the environment. New technology tools provide capabilities to better quantify your efforts and identify ways to move your goals ahead faster.

Here are some of the ways Xerox's Greener Intelligence initiative brings technology into the realm of enterprise sustainability management:

- Assessment tools can be used to analyze Region 4 ESC print infrastructure, showing print asset optimization models along with estimated environmental improvements. The **Xerox Print Awareness Tool**, a change management aid, uses gamification to educate end-users and improve print behavior.
- Behavior changes result from use of Follow-You printing to increase content security, while reducing uncollected prints. The **Xerox ConnectKey** platform integrates with ECM systems and other document scanning workflows to automate and digitize paper-based processes.

Environmental Change Management

Xerox recognizes that any significant change within your organization will require a closely monitored and carefully orchestrated change management program that creates awareness and a desire to change among your employee population.

We firmly believe that change at the individual level only occurs if the end-user feels that their behavior has an actual impact on the overall position and direction of the company as a whole. To that end, Xerox uses targeted communications and marketing campaigns with posters, company-wide communications and personalized performance improvement technology, such as the Xerox Print Awareness Tool, to individually target each user and educate them on how they can make an actual difference.

By educating your employees and strategically promoting our desired path, we can help ESC nurture and accelerate this change at every level of your organization.



Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Xerox is a publicly traded company and is compliant with all pertinent Government regulations.

- **Common Criteria Certification** is an international standard for IT security. Product certification involves a rigorous evaluation process, including both evaluation of product documentation and testing of the product's security related functions. Common Criteria Certification is a requirement of hardware and software devices used by federal government.

Every Xerox product that offers a fax function is designed to isolate the fax function from other network functions in the device. For every Common Criteria Certified networked Xerox product that offers a fax function, the Common Criteria test process ensures that the fax subsystem is separate from other network functions. The Security Target for each certified device (part of the common criteria certification document on Xerox.com) includes specific details about fax separation testing.

A complete list of the Xerox office and light production products that have achieved Certification are available on <http://www.office.xerox.com/latest/XOGFS-14U.PDF>

- **ISO 9001/14001/27001** - ISO Certifications are site specific. Xerox has achieved and maintained certifications in ISO 9001, ISO 14001 and ISO 27001 at many Xerox facilities and locations throughout the world. We can expand on our certifications for various facilities upon request if necessary based on the TCPN Member Services scope of work and business requirements.
- **Eco-label Programs** - Many Xerox products meet or exceed the requirements of the world's most widely recognized certifications for product environmental performance - the international ENERGY STAR and Canada's Environmental Choice EcoLogo eco labels. Xerox's eco label products provide environmental benefits without compromising performance, quality or reliability. In addition, the energy- and paper-saving features of these machines bring value, efficiency and flexibility to a TCPN's member work environment.

A complete list of the Xerox office products that have achieved Energy Star Certification are available on <https://www.energystar.gov/productfinder/product/certified-imaging-equipment/results>

FSC and PEFC Certification - As part of its long-standing commitment to preserve biodiversity through responsible forest management and to provide customers with 'greener' paper choices, Xerox Corporation earned 'chain of custody' certification from both the Forest Stewardship Council (FSC) and the Program for the Endorsement of Forest Certification (PEFC). These certifications confirm that Xerox paper products carrying the FSC or PEFC logo have been manufactured using raw materials harvested from certified sources, controlled wood sources or post-consumer reclaimed sources. FSC- and PEFC-certified products can be tracked from harvest through distribution. The PEFC Chain of Custody Certificate can be found in **Attachment B**.

Xerox's FSC certification was awarded by the Rainforest Alliance, an international non-profit conservation organization that is the world's leading FSC certifier of forestlands. FSC certification ensures responsible use of forest resources and is the Global Benchmark for Responsible Forest Management. PEFC certification was awarded by certifiers NEPCo and BMG Trada Certifying.

- Supplier Diversity

Xerox's supplier diversity mission is to proactively identify, build relationships with, and purchase goods and services from certified small businesses as well as enterprises owned by minorities, women, veterans, gays and lesbians, and disabled persons that can help Xerox achieve its corporate objectives.

The Xerox Diverse Alliance Program was established to support customer initiatives for MWBE participation in contracts and in response to RFPs. Xerox has existing alliance relationships with certified national and regional MWBE companies. Our strategy for working with your organization will be to support your MWBE spend participation initiatives. Xerox is willing to work with ESC by:

- Considering and using our alliance business partner MWBEs where appropriate to provide a Tier I or Tier II business utilization solution.
- Utilizing MWBEs for subcontracting opportunities in support of the products and services that we will deliver to you.
- Considering working with MWBEs with whom you already have relationships.

It is the policy of Xerox that diverse suppliers will have an equal opportunity to be included in our strategic sourcing and procurement process. Companies that seek to do business with Xerox must demonstrate the ability to add value and provide high-quality goods and services that are competitively priced, reliable, and aligned with our superior level of service.

Tab 4: Product / Services Specifications (Appendix B)

It is the intention of Region 4 Education Service Center (ESC) to establish a contract with vendor(s) for Managed Print Solutions (MPS). Awarded vendor(s) shall perform covered services under the terms of this RFP and the contract terms and conditions. Vendor(s) shall assist Region 4 ESC and/or TCPN participants with making a determination of its individual needs, as stated below in the document.

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of MPS. Vendors specializing in one or more of the managed print solution services may clearly indicate and propose on those items only. In addition, Region 4 ESC also requests any value add commodity or service that could be provided under this contract. Region 4 ESC and/or TCPN participants are seeking contractors who possess licenses in their states, where required to provide and perform the work as outlined in this document.

Managed Print Solutions is the management, service and support of the entire client enterprise and output infrastructure of printed materials. This would include all devices whether customer owned, leased through a third party, or directly with the manufacturers leasing company. The leases could be coterminous or non-coterminous. It would also include devices that were manufactured by the new supplier, as well as devices that were manufactured by third parties. MPS takes into consideration attributes such as the current infrastructure, all hardware, all existing leases, support, supplies, software tools and the clients operational management model. MPS also reviews the client's technology usage patterns and user needs, as well as governmental compliance and client focused concerns such as security, document management, and environmental sustainability. The advantage of this approach is having a methodology, process, and template of how to manage an entire fleet end to end.

The ultimate goal for MPS is to provide the client with a solution that improves the print process and reduces the expense of printed material. The client will drive the complexity of the solution required with a staged approach to implementation.

Proposers, at a minimum, should address the following components of MPS in their proposal.

I. Products, Services and Solutions

- **Provide a description of the range of products covered by your organization's MPS offering.**

Xerox started with the novel concept of finding a simpler way to share information. That is what the copier really did for business. It simplified and automated the process of duplicating and sharing communications. Today, we are still making the world work a little simpler—delivering efficiency, productivity and innovation to our clients so they can realize better business outcomes through offerings like Managed Print Services (MPS).

MPS is at the core of what Xerox is today. It is a service that combines traditional document output technology with a services backbone that allows customers to focus on their core competencies while helping clients to cut cost, increase productivity and meet their environmental



sustainability goals. As a leader in MPS, Xerox offers a full range of Managed Print Services to embrace all elements of an organization's print infrastructure—from the networked office to the in-house print center to the virtual worker. Founded on rigorous, data-driven Lean Six Sigma-based methodologies, the Xerox Managed Print Services portfolio extends from global enterprises to small and mid-sized businesses.

Managed print services (MPS) gives you a new way to look at managing your document output and infrastructure in the office. Starting with our assessment services, we give you the road map to understanding, controlling, and optimizing document output costs and workflow throughout your enterprise. According to a new report from Gartner, Inc., Xerox is ranked as the worldwide market share leader in MPS (based on revenue). Xerox believes this data further validates its approach to provide services and solutions that deliver business value.

Xerox MPS Solution Deliverables

Outsourcing MPS requires a very specific, complex and customized approach involving people, process and technology tailored to each company and its unique requirements. Consequently, the process does not lend itself to a one-size-fits-all solution. It requires an experienced business partner like Xerox to manage the components in a simplified manner.

The Xerox MPS solution will deliver the following:

- **Assessment:** An MPS print assessment is the first step to help customers gain control, drive down print costs and improve productivity. The Assess and Optimize stage of Xerox® Managed Print Services leverages our award-winning managed print services assessment processes and tools. Xerox® Asset DB and CompleteView™ Pro turn print data into actionable knowledge to control and drive down costs, while reducing your environmental impact. With a complete and secure analysis of print usage and costs, we help customers understand the total cost of ownership and a more efficient print environment. Xerox® CompleteView™ Pro can significantly reduce the time and effort it takes to gain valuable, comprehensive and accurate knowledge about your print environment.
- **Device Maintenance:** Including normal break-fix management services and the parts that are required to maintain devices in accordance with Original Equipment Manufacturer (OEM) specifications. Services include dispatching Xerox and/or third-party vendors, tracking all service calls through call resolution and reporting all associated maintenance services.
- **Move, Add, Change and Dispose (MACD):** We manage the process related to the MACD of both Client-owned and Xerox-owned devices. Any changes related to the output environment are centrally managed, ensuring that services are delivered by the appropriate support organization. We will work extensively with the Client's IT Service Desk and have an integrated MACD procedures Service Desk processes with Xerox' Service Desk.
- **Asset Management:** Xerox has developed a centralized database of currently installed Xerox output devices to track the physical location and costs associated with each device. The services require an integrated approach focusing on the Client and Xerox working together to maintain the information. With the support of the Client IT, Xerox will implement technology to monitor the installed Xerox network-attached SNMP-Level 1 and Level 2 devices, and have integrated this monitoring technology with an SQL-based asset management database.
- **Consumables Management:** Xerox and the Client will agree on those processes for end users to order appropriate consumables. With these mutually agreed processes, Xerox will be able to consistently evaluate and provide the appropriate level of quantities of consumables at each of the Client's location to minimize end-user disruption.

- **Help Desk Support and Integration:** The client and Xerox will develop workflow processes that allow for the integration of help desk services into the existing process for the transfer of requests for services and consumables for all in- scope devices as well as any services agreed upon by both parties. Utilizing the Xerox technology, we will proactively monitor in-scope devices. The Xerox Helpdesk agents will take the necessary action to ensure end-users have access to the full capability of the installed output devices. Those actions include dispatching appropriate break/fix resources to repair hardware, ordering and shipment of consumables and also contacting the Clients Service desk for application or network issues.

The services above will be documented in a formal Statement of Work (SOW) and will be managed to Service Level Agreements (SLA's) governing all key aspects of the program

Xerox Tool Suite

The heart of the Xerox MPS solution is the Xerox Tool Suite — a set of Xerox proprietary software tools that provide comprehensive asset management, service support, reporting and problem management tracking services. The Xerox Tool Suite will integrate with Xerox people, process and technology to keep the Client's MFP's and printers running at peak performance, lowering costs as it improves productivity.

Getting timely and accurate reporting on fleet performance is a critical enabler to ensure that Xerox meets its agreed financial objectives and SLAs. With the Xerox Tool Suite, users can access real-time data to track how well we are responding when devices run out of supplies or machines jam or need service. The Xerox Tool Suite tracks how long the devices are down and when they are restored. When calls come in to the Help Desk, incident records are generated and tracked through resolution.

The Xerox Tool Suite continuously monitors the fleet and provides device status and device alerts. Xerox often proactively resolves service issues before the client even know there is a problem, allowing employees to focus on business, not on device-related issues.

Additional MPS options include:

Optimization of the Print Environment is an optional component under the Xerox MPS offer.

Optimization of the print environment Includes floor analysis to map out current devices and volumes on the floors, identification of any physical departmental constraints, determination of specific application devices as reported by end users and client management, and identification of the specific move/add/change processes currently supported. Through our analysis, we provide the recommended future state optimized floor plans, which reposition devices to support end user requirements and reduce non-required devices from the floors.

On-site Support / DocuCare is an optional component under the Xerox MPS offer.

Xerox on-site support, or DocuCare, serves as the primary contact for equipment support and service. They coordinate Move/Add/Change/Delete process and may compliment the primary web based training for end users.

In addition, the resource serves as the first point of contact for Help Desk issues, provides basic cleaning and replacement of operator accessible parts and consumables, and first level break fix activities. Basic equipment problem diagnosis, IP address support, and the triage focal with Xerox help desk and technical support.

Change Management is an optional Xerox MPS component

Xerox and the Client will have an agreed on change management process and proposed plan to follow throughout MPS implementation and transformation. We will work with the Clients appointed representative, and have developed a measurable plan ensuring that the change management plan is

followed and implemented. The change management plan will focus on mitigating any possible issues and facilitate the deployment of cultural change, enabling the Client to achieve the desired and expected savings by managing the adoption rate of MPS.

Xerox Services Portal (XSP) is an optional MPS component. The Xerox Services Portal (XSP) provides a customer interface to the Xerox Services information and reporting. It provides a secure website portal enabling customers to request supplies, service or MACD for their devices. XSP also allows end-users to access device training and feature information, find printers, submit meter reads, and deliver feedback on their equipment or MPS experience.

Xerox DocuShare is an optional Xerox MPS component.

DocuShare is one of the most flexible, easy-to-use content management platforms on the market today. It manages a wide range of paper and digital content and automates business processes so our clients, their customers, constituents, and partners can efficiently access, share and process business critical information 24 x 7. Xerox DocuShare private cloud service offers simple, secure cloud based file sharing and fully automated business solutions in a private, industry compliant cloud infrastructure.

Xerox Consulting Services are optional Xerox MPS components.

Xerox Consulting Services provide two levels of support:

- **Sr. Consultant Level** — This is to provide senior, strategic and/or management level services associated with delivery of Managed Print Solutions. These include project management, transition management, change management, implementation management and services management.
- **Consultant Level** — This is to provide first line services including data collection, transition services, asset coordination, and implementation execution.

Xerox Print Mobility is an optional Xerox MPS component.

XPMS delivers “print anywhere” mobility with benchmark security in an affordable, modular solution that saves time, provides flexibility and reduces costs. XPMS allows users to print to the entire fleet from any email-enabled mobile device safely and securely.

User Analytics Service is an optional Xerox MPS component.

As Managed Print Services (MPS) environments mature, calculating the return on your investment is more complicated, and analytics become critical. Through analytics, organizations can capture and analyze data from various Print Management Solutions to make key decisions in the MPS environment. Furthermore, as employees continue to drive the usage of smartphones and tablets, user analytics can inform an organization on how to respond to an increasingly digital workforce in your organization.

Understanding how users drive document output is the starting point for optimizing and automating the processes behind volumes. Customers uncover specific opportunities to capture savings, improve fleet efficiency and sustainability, tighten information security, increase productivity and drive digital transformation.

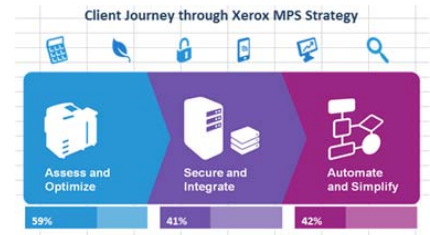
Print Awareness Tool is an optional Xerox MPS component.

The Xerox Print Awareness Tool (XPAT) is an interactive change management enabler embedded in a desktop widget that uses specific insights to show your end users the impacts of printing and teach them how they can make a real impact on the customer’s overall print reduction and sustainability strategies. The tool provides end users with individualized feedback regarding their personal print behaviors and offers incentives for positive print behaviors that contribute to overall company performance. Our experience with other clients has shown that use of the tool typically drives an overall reduction of 10-15% companywide print volumes.

MPS Maturity Assessment Tool is an optional Xerox MPS component. The MPS Maturity Assessment is conducted using an online, Web-based application with a Scenario-based Q&A format allowing for a Consultative and interactive engagement between Xerox and the client. The answers are collected and analyzed in real time and measure current state and desired future state. This provides the ability to benchmark results against a specific market and to leverage Xerox's expertise to provide a roadmap with recommendations that benefit the desired goals of the client. There is a Client Efficiency graph and Client Maturity Chart which focuses on the following items:

The Client Efficiency Graph:

- Focuses on the cost savings, productivity gains and client established values
- Represents the client's current location on the MPS journey
- Shows the unrealized potential that may be achieved with MPS.



The Client Maturity by Value chart:

- Is shaped like a hexagon.
- Each point on the hexagon represents one of the client values
- Has colored bands that represent the five response levels from the survey, and
- Contains a white-lined abstract shape that corresponds with the client's maturity level in the six key areas.



A few of the key benefits are the ability to identify areas of MPS competency and opportunities for improvement, obtain a plan and roadmap with Xerox to achieve your goals and gain insight into the value of MPS services available.

- **Proposer should describe their ability to manage an onsite print center for eligible entities, if desired.**

Centralized Print Services and on-site Reprographic (Copy) Services is a managed service that delivers reductions in cost, obsolescence and waste and provides a single point of control to production print and mailroom operations.

Centralized Print Services covers all aspects of the production print and distribution process including order entry, document preparation, variable and on demand printing, complete finishing, pre-sorting for high-volume mail, distribution optimization and print procurement. Reprographic Services covers all aspects of document preparation, copying, and assembling. Our mailroom services handle inbound and outbound mail and packages, including accountable mail tracking and comparative rate shopping for maximum cost savings. By leveraging Lean Six Sigma principles to optimize workflow and using industry best practices and innovative technology, we are able to reduce total cost of ownership, drive efficiency and productivity and support security and compliance requirements.

Our team of production experts can help organizations optimize the buying of offset and digital print from outside sources, too. By carefully selecting and managing a supplier base, the organization benefits from competitive rates, superior quality, fast turnaround and more efficient workflows. And our service provides a comprehensive view of print spending and identifies opportunities for continuous incremental savings. With over 35 years of experience managing production and mail centers all over the world, only Xerox can deliver an advanced, flexible and customized solution that is backed by our broad and deep portfolio of document services, technology and experienced document production experts. Our clients benefit from one simple process to order, print and distribute documents anywhere in the world by leveraging our expertise and integrated workflow capabilities.

- **Describe your organization's capacity to broaden the scope of the contract as new technology, products, or services become available for MPS.**

Xerox offers the industry's broadest portfolio of document technology and services, with over 29 products and services launched this year.

Innovation keeps us at the forefront of our industry. Xerox will continually strive to meet our customers' needs by bringing new and innovative products and services to the market within the next five years and beyond. This company was founded on, and continues to thrive upon, innovation—our ability to deliver leading-edge technology to the marketplace is an industry benchmark.

To ensure our success, we have aligned our R&D investment portfolio with our growth initiatives, including accelerating our color transition, enhancing customer value by building on our services leadership, and by strengthening our leadership in digital color printing.

As demonstrated successfully in the past, Xerox will work with Region 4 ESC to request adding products and services to the contract as appropriate.

- **State your organization's delivery timeframes, by phase, from assessment through implementation of managed print solutions.**

At project commencement, the client and Xerox will establish the implementation schedule. Based on the solution's complexity, Xerox can accelerate or slow down the implementation process to meet business requirements.

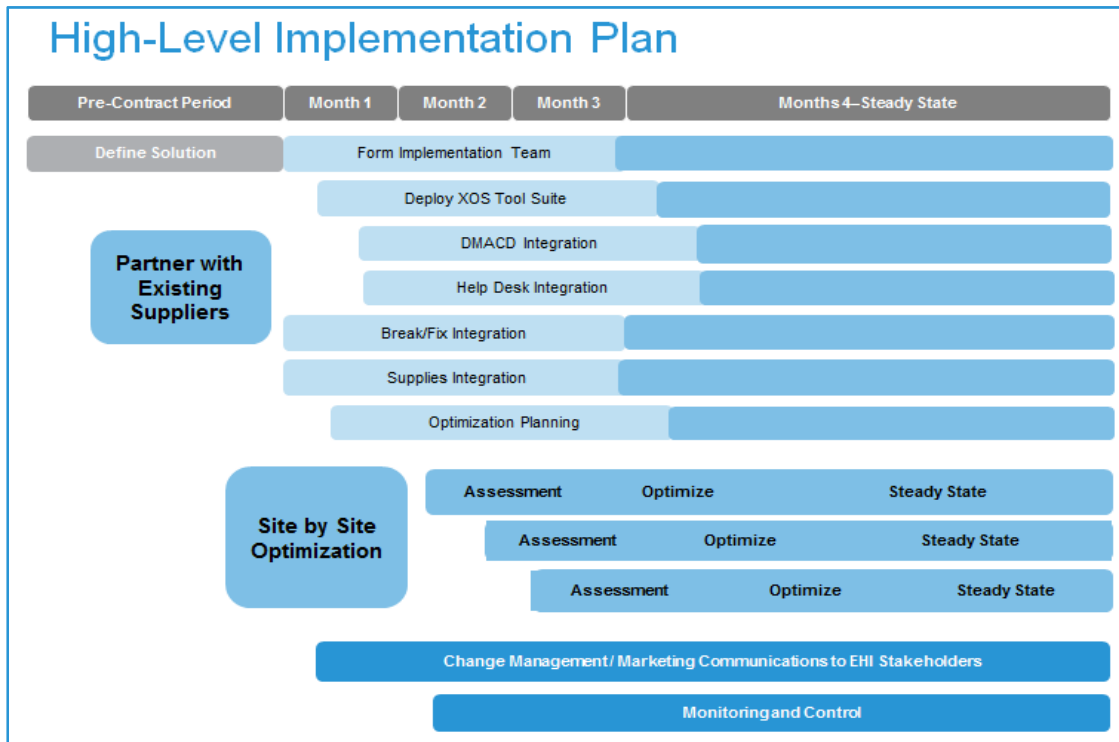
Please note, Xerox is able to implement multiple sites concurrently, if desired.

Implementation and transition timeframes vary depending on the scope and size of the environment. The size of the organization (individual department, entire agencies, or statewide) will determine the pace of the time line. Xerox uses a phased delivery approach to deploy the necessary hardware and tools and establish the appropriate support structure. These activities run in parallel and overlap with each other accordingly. The details within each of these six phases will be jointly customized by both the TCPN member and Xerox to enable a smooth transition of services and long-term end user satisfaction.

Phased Delivery Approach

- **Phase I:** Planning (Develop a Transition Project Plan)
- **Phase II:** Infrastructure Deployment (Setup Account & Fleet Management Infrastructure)
- **Phase III:** Discovery (Analyze - Due Diligence / Future State Analysis)
- **Phase IV:** Optimize (Right Size / Refresh Fleet)
- **Phase V:** Manage (Operate Fleet)
- **Phase VI:** Monitor & Report (Monitor and Report on Fleet Metrics)

Savings can be accelerated by prompt future state map site approvals and prioritization of larger sites up front. Please see sample High-Level Implementation Plan below:



- **List all methods of ordering provided.**

All ordering begins with an assessment between the customer and Xerox support team. Once required products and services are identified, a Master Agreement will be established between the ordering entity and Xerox Corp. That master agreement will include the SOW that will be provided as well as any unique terms established by the ordering entity. As additional products and services are needed after the implementation of the Master Agreement, any product or service will be added via an amendment to the Master Agreement.

- **Provide an overview of the technology that is utilized in your MPS offering.**

The Xerox Tool Suite is the proprietary software platform used by Xerox delivery organizations to provide clients with a comprehensive managed print service, including asset tracking, break-fix and supplies management, reporting and problem management tracking services. The Managed Service Delivery Model methodology works with Xerox people, process and technology to keep your organization's document output devices running at peak performance, lowering your costs as it improves your productivity.

It combines the best technologies, proven processes and tools that enable Xerox to effectively manage your output assets. By using a full range of powerful, productive applications, the platform enables Xerox to keep your organization's output devices running at peak performance—providing access to real-time data to track how well we are responding when devices run out of supplies or machines jam or need service, and how long the devices are down and when they are restored. These Tools continuously monitors your fleet and provides device status and device alerts. Xerox often proactively resolves service issues before you even know there is a problem, allowing your employees to focus on your business, not on printer related issues.

The following explains how the Xerox Tools interact with one another:

Xerox Device Manager (XDM)

The key component of this technology suite, Xerox Device Manager (XDM), is an innovative tool designed to integrate with the Xerox Services Manager (XSM) toolset for device management. It is a robust, easy to use, Web-based software product that simplifies the process of managing and reporting on all networked SNMP-based printers across the entire enterprise, providing a clear and informative view of the status of all compliant networked printers.

From one application, XDM provides the tools and resources to configure, manage, monitor, and report on any Simple Network Management Protocol SNMP-compliant networked print device in any network topology regardless of manufacturer. Since XDM relies on industry standard SNMP MIB objects for management and control, no device plug-ins are required. Printer status, updated via SNMP polls or traps, can be viewed in real-time from a web browser, or directed to support personnel, either via e-mail or directly from the integrated Help Desk application within XSM.



Its main functions include:

- Discovering network connected printers and multifunction devices.
- Monitoring the networked output devices for status, alerts and meter read data.
- Automatically communicating encrypted device information and status data to Xerox Services Manager (XSM) at an ISO27001 certified Xerox data center.
- Obtaining direct connect and peer-to-peer printer usage transactions using client-side Job Tracking software.

XDM provides proactive management of output devices for the following benefits:

- Reduces Help Desk calls—XDM proactively notifies technicians in the event of a problem and can reduce calls to the help desk by 40% or more; minimizing frequency and duration of user disruption;
- Restores devices more quickly—detailed fault information and troubleshooting wizards help identify and resolve problems remotely.

Further, XDM can install and manage Print Queues in a Windows® 2000 and 2012 print server environment and, with the optional Xerox Print Agent deployment, can report on network print jobs by print servers and by locally spooled (LPT or LPR) print devices.

It is designed to run on a Windows server 2008 SP2 or newer platform. (While Xerox can procure the server, it is typically a better option for our clients to procure servers that reflect their standards and add them to the existing server infrastructure to be backed-up and updated as any other Windows server in the environment.) Xerox will provide operational support and software updates to the XDM software over the term of the contract.

While XDM resides on the client network, it maintains an encrypted link with the rest of Xerox Tools in an offsite ISO27001 Xerox data center. Xerox Tools consists of multiple Xerox software tools designed to provide complete asset / incident management, proactive monitoring, customer facing portal and reporting capabilities described below.

The Xerox Device Manager (XDM) component of Xerox Tools can be configured to discover devices in a variety of ways including sweeping specified ranges of IP addresses and on a schedule to minimize the impact to the network.

Xerox Services Manager

Xerox Services Manager (XSM) provides an asset management system that can track asset-specific information such as location, contacts, service level agreement, and costs. In addition, XSM will:

- Provide an incident management system that is fully integrated with its asset management capabilities. Users can review the asset's full set of information while creating or managing incidents.
- Provide rich remote device management functionality that allows the user to perform device management functions that previously required someone to be onsite.
- Import and export data to and from the Xerox Assessment tools to support due diligence and optimization components of the Xerox services.
- Aggregate and report on customer due diligence and financial data collected during due diligence to provide Total Cost of Ownership reporting as well as a baseline for operational activities.

Xerox Services Portal, optional component

The Xerox Services Portal (XSP) provides a primary customer interface to the Xerox Services information and reporting. It provides a secure website portal that enables:

- Customers to request supplies, service or MACD for their devices.
- Access device information, FAQs and Instructional Guides.
- The ability to find and install printers from a floor mapped layout.
- Customers to submit meter reads for non-networked devices.
- Customer feedback through the creation of web-based surveys.
- Enables device contacts to update user and asset information.
- Submission of Print center electronic job tickets.
- Report downloads for asset, incident or other operational reports as csv, xml, pdf or excel formatted documents.

Xerox Report Manager

Xerox Report Manager (XRM) Interfaces with Xerox Services Manager (XSM) to collect, consolidate, and report on asset and service related activity. In addition, XRM will:

- Generate reports on an on-demand basis or through pre-defined schedules with both detailed and summary capability. Allow for output data formatted as tables, pivot tables and charts, in Excel and PowerPoint, because it is built on SQL reporting components. Provide reports as PDF, XML, CSV, MS Word and MS Excel format.

- **Provide your backorder policy.**

Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of the Customer's equipment or 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. If the revised target delivery date is unacceptable, the Customer can cancel the uninstalled Order without penalty to either party. Xerox Statement of Work will include the delivery term for Services offered under this proposal.

II. Assessment Phase

Describe in detail your organization's assessment process and how it is scalable to meet the needs of the eligible entities.

Through strategic acquisitions and a portfolio of the world's most powerful enterprise assessment tools, Xerox has developed the industry's most advanced data analytics platform, which is leveraged to conduct assessments for organizations of all size and scope. The first step to determining the appropriate assessment plan is to understand the goals and objectives of each client. Based on that

information Xerox will recommend the assessment process that best meets the specific needs and timeline of the client.

Xerox Assessments and Analytics provides a key view of your device output environment as part of an overall MPS Maturity Model approach to your environment. The focus is to provide insights and opportunities within your environment to print less and print for less. Device Analytics will bring to light not only multifunctional device usage, but also the smaller network and desktop printer information.

Combined, this data is transformed into information you can act upon.

Using data from print management applications, or hand collected through on-site mapping, Xerox Assessment Services can provide current and future insights, what if modelling, environmental analysis, and optimized workplaces. This visualization of device analytics allows you to make informed decisions moving forward, further in time, and to assess the progress of your MPS strategies.

Additional services can be offered to collect true Total Cost of Ownership and the Voice of the Customer. Xerox currently offers two types of assessments based on client scope:

Quick Assessments for less than 1000 devices:

- Enable the calculation of an indicative, timely estimate of annual print volumes
- What-if scenarios are used to understand where improvements and cost savings can be made
- Typical elapsed time: 3 to 5 days

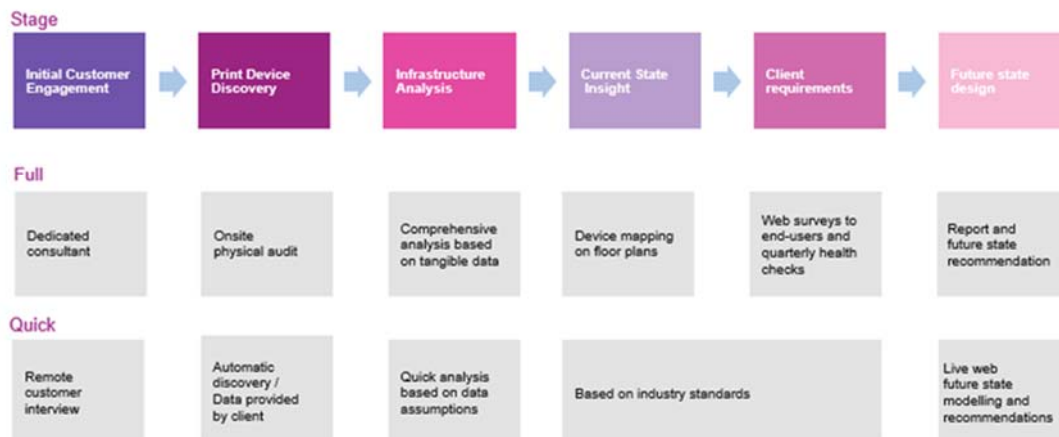
Full Assessments for greater than 1000 devices:

- Starts with a physical discovery of devices and mapping of assets to floor plans
- Allows for accurate TCO calculations
- Full and in-depth understanding of the complete environment, workflows and business requirements
- Ideal starting point to build a business case for change
- Typical elapsed time: 2-6 weeks

A Device Analytics Assessment is the first step to help you gain control, drive down print costs and improve productivity.

With a complete and secure analysis of your print usage and costs, Xerox helps you understand your total cost of ownership and create a more efficient print environment.

Assessment Processes



- **Respondents are encouraged to provide actual examples of a public-sector customer assessment and how it was used.**

Case studies for the following public sector clients are found in **Attachment C**:

- City of Dallas
- City of New York
- Stonehill College

Other examples of successful public sector customer assessments include:

- City of Austin-Xerox has supported several of the cities' largest department fleets through our Managed Print Services (MPS) Solution since 2006. In 2014 Xerox expanded the partnership when they were awarded through a competitive bid process the citywide MPS contract. Our contract included Assessment services for consolidation, optimization, paper reduction/sustainability and cost savings. Today we manage over 800 multi-function devices, wide-format plotters, have 5 dedicated on site associates, a Xerox help desk, provide break/fix, supplies, detailed billing, monthly reporting, Quarterly reviews, and a Public Sector account team. Xerox continues its partnership with the city through innovation, bringing to the city additional ideas for continuous improvement and savings.
 - Xerox also worked with one of the largest State of Texas agencies to optimize their fleet of over 1000 devices across 347 locations statewide. Utilizing our team of assessment experts to conduct an in-depth analysis of the agencies print environment, which included a detailed inventory of assets and device data to establish an accurate baseline of their total current costs against which we measure future savings. The assessment team created floor maps of current and future state showing device type and location.. During the design phase we also took into account factors such as physical layout, applications being worked, device utilization, print trends and current features/functions of devices in order to configure an optimal future state. In partnership with the agency a print guideline framework was developed that included employee to device ratios, device configuration settings for security, sustainability and cost savings. Xerox also conducted Voice of the Customer workshops with key user groups to ensure end-user functionality and critical applications were captured as well as discuss areas of opportunity for continuous improvement throughout the term of the partnership.
- **List any charges for assessment, if any. Charges should be listed as separate rates with hourly labor charges for each component.**

As part of our due diligence, Xerox works with the customer before implementation of any solution to provide an assessment of the current environment, proposed solutions, and recommendations. If a customer is not going to implement a solution at this time, however wants a pure assessment of their workflow or fleet, Xerox can provide that at an hourly basis.

III. Implementation Phase

- **Describe in detail your implementation program plan.**

Transition Management Process

As your partner, our goal is to ensure your satisfaction. In the first step toward achieving this goal, the Xerox team creates a flawless implementation plan, which includes using the following powerful set of tools:

- Professional Project Management strategies.
- Principles of Business Process Management.

- Lean Six Sigma-driven Continuous Improvement initiatives.

To guarantee a seamless installation, we assign a Xerox project manager (PM) to the TCPN member account team to enable and ensure a flawless implementation of the solution during planning and project start-up. Project managers are highly trained in Project Management Institute (PMI) principles that will be used throughout project implementation.

The following high-level project plan illustrates the Transition Management Process (TMP):

Sample High Level Implementation Plan		
Task	Time Required (Weeks)	Resources Required
Contract is signed	Start Up Activities – Week 1	TCPN Member
Pre-Installation Checklist completed and submitted	Start Up Activities – Week 1	TCPN Member and Xerox
Identify Client Asset Coordinator for on-going communication	Start Up Activities – Week 1	TCPN Member
Identify Xerox Client Asset Manager	Start Up Activities – Week 1	Xerox
Identify Xerox Project Manager	Start Up Activities – Week 1	Xerox
Agree on the Client/ Xerox project management communications plan	Start Up Activities – Week 1	TCPN Member and Xerox
Secure computer for Xerox Device Agent installation	Start Up Activities – Week 1	TCPN Member
Task	Time Required (Weeks)	Resources Required
Install Xerox Device Agent on Client-owned PC- Computer must remain powered 24 x 7	Technical Preparation – Week 2	TCPN Member and Xerox
Configure fleet with Xerox monitoring software	Technical Preparation – Week 2	Xerox
Notify technical service and determine Go Live date	Technical Preparation – Week 2	Xerox
Notify Xerox Help Desk of new account status	Technical Preparation – Week 2	Xerox
Ensure Supplies, department readiness	Technical Preparation – Week 2	Xerox
Provide the Client implementation Plan Sign Off document	Technical Preparation – Week 2	Xerox
Task	Time Required (Weeks)	Resources Required
Agree on go Live date	Go Live Planning – Week 2, 3 & 4	TCPN Member and Xerox
Validate non-Xerox on site asset list	Go Live Planning – Week 2, 3, & 4	TCPN Member and Xerox
Plan Xerox equipment ordering and installation	Go Live Planning – Week 2, 3, & 4	TCPN Member and Xerox
Present Change Management signage and display per client's direction	Go Live Planning – Week 2, 3, & 4	TCPN Member and Xerox
Affix Xerox Print Services asset tags with Xerox Help Desk 800# and serial numbered	Go Live Planning – Week 2, 3, & 4	Xerox
Present End user announcement letter for distribution by Client Asset Coordinator	Go Live Planning – Week 2, 3, & 4	Xerox
Go Live with Xerox Services support in Help	Go Live Planning – Week 2, 3, & 4	Xerox

Sample High Level Implementation Plan

Desk, Client Asset Manager and all Supporting Resources		
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To ensure successful management and implementation of this project, Xerox develops a preliminary work breakdown schedule and project plan. In order for this plan to be successful, it must be based on the TCPN member's organizational objectives, policies and procedures and be well planned and structured. Xerox will work closely with the member to refine the implementation plan as required to provide a smooth transition.

The most important aspect of this implementation will be the cooperative effort between the Xerox team and the TCPN member. The expertise of these combined groups ensures the successful implementation of all Xerox solutions. Xerox has a team of professionals, led by the Project Manager, who will work with your organization throughout the implementation.

The lead PM is responsible to ensure a smooth installation process by engaging internal Xerox partners to gain consensus and make everyone aware of activity and requirements for this rollout. The PM will evaluate, monitor, and inspect the implementation process to ensure we meet your requirements. The PM will also keep focus on the project plan schedule by communicating clearly with the Xerox and the TCPN member teams. The implementation plan and effort involves a number of key processes and tasks within these vital categories: Project Communications and Governance along with Solution Technology and Equipment.

- **Provide your organization's experience of implementing MPS with public sector agencies. Respondents are encouraged to provide a detailed case study of where your organization has implemented MPS with a public-sector agency.**

Xerox has dedicated an entire organization to the sales and support of our government and education customers called Public Sector Operations. Our Public Sector Sales Operation extends to cover our clients in the U.S. and all 50 states. This alignment ensures that the staff is extremely knowledgeable about the customers we support and the Public Sector solutions we bring to the market. We have approximately 150 Sales Representatives dedicated to the Public Sector between all Xerox Sales channels.

- City of Austin-Xerox has supported several of the cities' largest department fleets through our Managed Print Services (MPS) Solution since 2006. In 2014, Xerox expanded the partnership when they were awarded through a competitive bid process the citywide MPS contract. Our contract included Assessment services for consolidation, optimization, paper reduction/sustainability and cost savings. Today we manage over 800 multi-function devices, wide-format plotters, have 5 dedicated on site associates, a Xerox help desk, provide break/fix, supplies, detailed billing, monthly reporting, Quarterly reviews, and a Public Sector account team. Xerox continues its partnership with the city through innovation, bringing to the city additional ideas for continuous improvement and savings.

In addition, case studies for the City of New York, City of Aurora, and the Commonwealth of Kentucky are in **Attachment C**.

- **List any charges for implementation, if any. Charges should be either event (one time) based or hourly with a statement of work.**

Implementation is part of our Statement of Work (SOW) and the solution that we are providing. There are no additional costs for implementation. The only potential costs beyond the SOW would be if there are excess rigging involved in delivery for situations out of the norm (e.g., cranes, stair crawler).

IV. Training for Client

- **Describe in detail the types of trainings your organization typically provides to customers.**

Xerox knows that incorporating technology into a business organization is best accomplished by providing training that is adaptive and able to meet the needs of a diverse population. Whether your workforce needs access to training on-site, on-the-go or customized, Xerox will work with you to ensure your strategic training needs and goals are met. Xerox provides you with a variety of training options:

On-Site Customer Education Offerings:

- On Site Training: Our flexible hands-on training is targeted to small groups.
- Large Group Training: Training can be delivered on-site, auditorium style for larger groups. Instructors will give an overview of the equipment features and functionality.

Remote Customer Education Offerings:

- On-Line Training: For our customers who prefer on-demand training Xerox offers flexibility to engage in training when and where it is convenient for the user. Internet training sessions are available 24/7 through Xerox.com and will provide our customers with the ability to initiate training when and where they require, using office PC platforms as well as other industry standard devices such as iPads, Smartphones and other mobile devices. Once your equipment is delivered, you will receive easy instructions, allowing you to access your online training.

Training sessions are arranged into modules which will allow for easy access for refresher training on specific product features and functionality. Students will require internet access in order to participate in on-demand training.

- Webinar Training: For our customers who enjoy technology based training, but also prefer training to be instructor led, Xerox offers the best of both worlds. Virtual classroom training can be provided via Webinar. Participants can remain at their desks and participate with up to 20 other students in a classroom style training session. Students will have the ability to ask questions and interact live with the instructor.

Students who choose Webinar training will receive a training invitation, which will include a link and phone number for participation in the training session. Participants will require access to the internet and a telephone in order to participate in Webinar training.

Customized Training:

Xerox can work with you to support any unique training requirements. If you would like a combination of our training offerings, Xerox will work to satisfy your needs by creating a customized training plan for your organization.

1. Does proposer offer on-site trainings?

Yes

2. Does proposer offer web based trainings?

Yes

3. Does proposer offer one-on-one trainings?

Yes

- **List any charges for initial or on-going training, if any.**

On site training and analyst fees are included in the pricing section

- **If your company uses an alternative methodology for pricing training, please provide.**

If alternate training can be utilized such as remote or web based, pricing will be developed and provided based on customer need.

V. Fleet Management

- **Include all cost options for on-site full-time, part-time, first service responder, consumables, etc.**

Xerox on-site support, or DocuCare, serves as the primary contact for equipment support and service. They coordinate Move/Add/Change/Delete process and may compliment the primary web based training on going for end user basic training.

In addition, the resource serves as the first point of contact for Help Desk issues, provides basic cleaning and replacement of operator accessible parts and consumables, and first level break fix activities. Also included is basic equipment problem diagnosis, IP address support, and the triage focal with Xerox help desk and technical support.

Pricing can be found in **TAB 6**.

Xerox can provide client specific quotes for third party consumables, dependent on contracted services.

- **In addition, list separate costs, if any, to manage legacy installed devices from other manufacturers such as installing, moving, adding, changing and disposing of contracted devices.**

Xerox considers legacy 3rd party contracts and devices in the Future State Design and evaluates the status of the current fleet of legacy contracts and devices for both leased and client owned equipment. A typical Managed Print Services environment may have a mix of both. Our approach to legacy contracts and client-owned assets is to work with our client to define requirements for retaining existing assets that have remaining useful life.

There are a few variables to consider in this process. For example:

- Does the asset have remaining depreciation on the books and therefore; the client retains it until a certain future date?
- Assuming the asset has remaining useful life; can Xerox support the asset while meeting agreed upon SLAs?
- Has a defined price structure to maintain the asset been agreed upon in the SOW by the client and Xerox?

Currently Xerox is managing over 1 million non-Xerox devices and providing help desk, break fix, and consumables support.

After due diligence and site assessments, Xerox will make the appropriate optimized and most cost-beneficial recommendation. This would need to be quoted on a client-by-client basis, as it is dependent on SLAs, Device type, and contracted services.

- **Do you offer trade in pricing for owned equipment?**

Xerox can provide trade-in and buy-out options for TCPN member's owned equipment.

- **Management of legacy devices does not include parts, labor or supplies.**

Dependent on the current install, Xerox may be able to provide the management support and supplies for your legacy devices. A quote can be provided at the end user level based on the scope of the requirements.

- **Define how your technologies will guarantee document security and privacy.**

At Xerox, product security issues are front and center. As a leader in the development of digital technology, Xerox has demonstrated a commitment to keeping digital information safe and secure by identifying potential vulnerabilities and proactively addressing them to limit risk. Customers have responded by looking to Xerox as a trusted provider of secure printing solutions with many standard and optional product security features.

Secure Access

Xerox's "Secure Print" feature allows users to password-protect documents on the device's hard drive for printing at their discretion, preventing unauthorized viewing or removal of important or confidential documents. When "Secure Print" is selected, the user is prompted to enter a 4-10 digit code at their desktop. The print job will be held until the user releases it with the same code at the device.

Additionally, the optional Xerox ConnectKey Integrated RFID Card Reader kit provides integrated support for most industry security cards and solutions, like Equitrac, providing additional security when required.

Superior Network Security

Multifunction Devices are sophisticated information hubs with operating systems that consume and output potentially sensitive data. The possibilities of a security breach and/or loss of critical intellectual property are always present and cannot be ignored.

Xerox MFDs are the most secure on the market today. We currently boast the broadest portfolio of Common Criteria certified MFDs and security functionality in the industry. Xerox is the only vendor to certify the complete device, not just the kits or subsets of functionality. Our models are certified at EAL2—ensuring information is secure in all portals, such as printing, faxing, and scanning, and while residing on the hard drive.



Embedded in our ConnectKey® platform is security software from strategic partners McAfee and Cisco, resulting in the industry's first lineup of multifunction printers that protect themselves from potential outside threats. McAfee's 'whitelisting' ensures only safe, pre-approved files or functions are executed on your devices, eliminating the need to manually update software levels against new security threats. Automatic Cisco TrustSec integration provides comprehensive visibility into which people and what devices are connecting across the entire network infrastructure.

Clients are looking for ways to protect all assets on their network. Multifunction systems are a logical place to secure networks and enhance document information security. Additionally, in today's regulatory climate, businesses need sophisticated ways of safeguarding their data. Many organizations rate network security as their foremost IT challenge. To meet these needs, Xerox developed Secure Access Network Authentication, which requires users to enter a user PIN code at the device for added security.

Advanced Security

Clients can depend on having a secure print environment with Xerox devices. We currently have the broadest portfolio of Common Criteria Certified Multi-Function print devices in the industry. Our latest products offer the most comprehensive set of security functionality in the industry. The scope of a Common Criteria evaluation varies by manufacturer.





Supports popular cloud repositories.



Securely log in on the MFP directly to your preferred cloud repository.

Xerox is the only vendor to certify the complete device, not just the kits or subsets of functionality. Xerox devices are certified at EAL2. This means that information is secure moving into and out of all of the portals such as printing, faxing, scanning as well as resident on the hard drive. We engineer our MFDs with built-in security features, providing a wide array of the latest security options for secure documents, devices and networks that seamlessly integrate with our client's infrastructure. When it comes to security certification, Xerox believes that a complete system certification provides a better assessment of security than one limited to only a component or kit such as the case with some other vendors.

When clients require to print documents that contain confidential data, this process provides exposure points for security risks. To protect against these threats, Xerox provides device security that is more advanced than what other companies in our industry can provide.

We offer security protection from leading security companies, including McAfee and Cisco. Our ConnectKey® devices include imbedded McAfee technology, resulting in the industry's first lineup of multifunction printers that protect themselves from outside threats. McAfee's white-listing technology ensures that devices print only safe, preapproved files or perform approved functions. This minimizes the need to manually update software against new security threats. Also, the optional automatic Cisco TrustSec® Identity Services Engine integration provides comprehensive visibility of all ConnectKey multifunction printer endpoints to enforce IT-centric security policies and compliance. This technology helps clients keep information secure and confidential.

Xerox ConnectKey technology encrypts all data communications between the MFP and cloud services using SSL technology to offer complete security and peace of mind.

Hard Drive Encryption

Xerox offers a "Disk Removal" program, which allows the customer to retain the disk drive from a Multi-Function Device at the end of the lease. This program, available through Xerox Field Service, is intended to allow the customer to retain any disk drive, from any product, for a fee.

Image Overwrite

A number of inquiries have been made recently concerning the disposition of disk drives contained in Xerox Office digital products. Generally, these inquiries reflect a concern that customer data may remain on the disk drive at the end of the life of the product, or when the product is returned to Xerox at lease end.

Xerox initiated the Office Product Security Program in February 2000, and, with this program, has consistently advanced the security behaviors of our Office portfolio to meet the increasingly stringent needs of our customers. In April, 2002 we introduced a disk overwrite option for our Departmental devices, and have followed with disk overwrite options for all disk-full Office products since that time. Use of this overwrite function assures the customer that residual



data from any copy, print, or scan will be overwritten using a U.S. Department of Defense recommended 3-pass process. Image Overwrite has been the recommended mechanism to protect customer data since its introduction.

- **Disk Encryption** – Effectively protects data at rest from unauthorized access. Image overwrite is effective at removing data from the hard drive once the data is no longer needed. Xerox recommends that the following features be enabled for products supporting Disk Encryption and the Image Overwrite feature. Uses state-of-the-art AES 128 or AES 256-bit encryption to secure data at rest.
- **On Demand Image Overwrite** – Executed prior to removal or as needed to remove all image data from disk or other non-volatile storage.
- **Immediate Image Overwrite** – Automatically executed immediately after jobs are completed to remove image data from disk or other non-volatile storage.
- **Scheduled Image Overwrite** – Automatic, daily overwrite of all image data from disk or other non-volatile storage including any pending jobs.

For highly classified data, or if no overwrite capability is available, removing and destroying the disk drive may be the appropriate safe guard. Xerox does not offer sanitization or cleansing services for returned disk drives. Some returned disks might be overwritten as part of the remanufacturing process; however, it is not possible to know what happens to a specific disk in any particular case.

Keep in mind that different devices represent different levels of risk. It is axiomatic that as functionality increases so does the potential risk. For those devices, countermeasures are built into the machine to reduce the risk.

- Not all copiers have hard disk drives. Those that do not have a hard drive are not at risk.
- Some copiers and multifunction devices have hard disk drives, but do not use the hard disk drive for the copying function. These are also not at risk.
- Those copiers and multifunction devices that do have hard disk drives for copying should have an "image overwrite" feature that destroys the copied image immediately. That function should be built in, (which Xerox does), or installable via a security kit. If neither solution exists for the product, it is at risk.
- Also, most copiers and multifunction devices that have hard disks include a disk encryption feature, which encrypts all stored customer image data with the state-of-the art AES encryption algorithm.
- Xerox has developed a disk removal program so that prior to a device being returned a Xerox technician will remove the disks and leave them with the customer. This program charges a flat fee per machine for the service. Contact Xerox Customer Support for information on fees and availability in your geography.

- **Define how meter reads are conducted.**

The Xerox Tool Suite continuously monitors performance and captures volume metrics (meter reads) and alert activities for your operations. The data is consolidated for reports, which aid in billing and client meetings.

- **Define how service calls are placed. Does your equipment have built in remote/automated diagnostics capabilities?**

The Xerox Call Center team will work with our clients to develop workflows that integrate with their current Help Desk system for level 1 or 2 support. Our Call Center has experience in integrating with customer Help Desks and their applications to provide seamless support. While maintaining our own system of record, we also offer the option of dual ticketing to close tickets inside both the Xerox and client service desk systems.

Xerox would provide the client with a separate quote if an electronic bridge were required.

Xerox also has an integration framework that allows integration with third party helpdesks via email, http or web services. Such integrations require additional scoping for requirements and cost but can enable near real time updates of tickets in both the Xerox system and the client's service desk.

Service/help desk integration is included in the final price to the client. Xerox will manage availability to the statement of work and the time zone for each client location to ensure contract compliance.

Remote Monitoring

In a Xerox Managed Print Services Program, Xerox uses proactive device management through the Xerox Tool Suite to provide monitoring of in-scope networked devices, maximizing uptime and reliability. This enables remote delivery personnel to understand the status of each device on the fleet and proactively correct any issues. In addition, preventive maintenance is included on all service calls.

Preventative Maintenance

For Xerox devices, a Service Technician will handle all preventative maintenance and product reliability processes at the time of service, when all machine items are reviewed, cleaned or replaced, as needed. Engineering upgrades and design improvements are also made at this time depending on the service maintenance cycle. When a component reaches the threshold level, an indicator flag will appear. While your Xerox technician is performing maintenance on your machine, he or she will review all of the flags and will replace parts that have exceeded the recommended threshold level, as well as review any items that are close to threshold level. Engineering upgrades and design improvements are also made at this time depending on the service maintenance cycle.

Maintenance & Support

Xerox service team includes 2,914 Xerox Technicians. This highly skilled, tenured, and manufacturer-certified team of technicians receives extensive ongoing training. We have developed a national service coverage-planning model to optimize the size, location and skills of our workforce with the level and quality of service we offer to our customers. This service coverage model ensures adequate skill level and coverage to deliver maintenance services to all locations.

Xerox Service Assurance Technologies (XSAT) is a new services scheduling system. It is an automated scheduling system for our Customer Service Engineers (CSEs). The scheduling technology considers CSE training, real time proximity to each customer account when scheduling the call.

This innovative system ensures that our Customer Service Engineers (CSEs) respond when and where YOU need them. With Service Assurance, you can relax, knowing that the right CSE will arrive at the right time. Powered by a sophisticated automated scheduling system, Service Assurance takes a variety of key factors into account, including each CSE's skills and location, your service contract, even your hours of operation. Tailored to your business, Service Assurance is designed to give you maximum uptime. Xerox measures Response Time and Uptime on a rolling 90-day average.

Xerox® Connect Advantage Services is a comprehensive suite of technical service capabilities that combine sophisticated diagnostic technology with a dedicated team of highly skilled experts. This combination provides reactive and proactive problem resolution for all Xerox customers, whether on a device, on the desktop, on the web, on the phone or on site. With Xerox Connect Advantage, the customers will receive the most efficient and satisfactory service in the method of your choice. The result: faster resolution of issues, minimal disruption, maximum uptime and ease of use, all translating into more time spent focusing on your business goals.

Our enhanced support model is broken down into five categories:

- On the Device- Performance is continually monitored and adjustments are made automatically. You can resolve an issue without ever having to call Xerox. Foundational to this excellent service is making real-time device performance information available. By

maintaining a connection between your device and Xerox, we can reactively and proactively diagnosis problems, keeping you in business.

- On the Desktop- Xerox devices are being developed with sophisticated diagnostic technology in the print driver that identifies and diagnoses equipment issues and offers solutions.
- On the Web- The solution to your question may just be a click away. You can engage social media outlets like Twitter and Facebook or join various forums to share and find information. You can enjoy online print driver updates, software releases, user documentation, tips, videos and answers to commonly asked questions. You can manage your account online, order supplies and submit meter reads. You will even access to our Fast Track to the Expert when you complete an on-line Request Technical Support form found on your particular product page, from Xerox.com/support. Submitting a service request, this way guarantees your request will be processed within an hour and that you will be contacted either by email or by an experienced service technician to help troubleshoot and resolve your issue. Our website is easily accessible through most browsers, including mobile devices.
- On the Phone- Some questions might require a phone call. Our dedicated team of expert representatives, including some engineers with over 25 years of field experience, have the background and skill set to help with even the most complex issues. In most cases, we are able to solve your issues or answer your questions over the phone, without ever needing to send someone on-site.
- On-site- Occasionally, you may require an on-site visit from a customer service engineer when a repair is necessary. We have field service operations worldwide that are ready to dispatch an experienced engineer when needed. The Xerox Service Assurance Technology process ensures timely response to the end user.

Clients will also have benefit from a tiered Remote Solve process through which issues are diagnosed and resolved remotely.

- Xerox Remote Solve: Using diagnostics and monitoring technology to monitor devices and proactively pinpoint device issues, Xerox remote support specialists or customer service engineers (CSEs) will diagnose and resolve common device issues remotely by performing troubleshooting tasks with the end user and correcting the issue from a remote location. Our specialists aim to solve your problems quickly and seamlessly and will dispatch a service technician on site if further assistance is required.

The combination of diagnostic technology and highly skilled experts provides real-time problem resolution of any technical issues and allows for minimal service disruption, maximum device uptime, and ease of use for your employees.

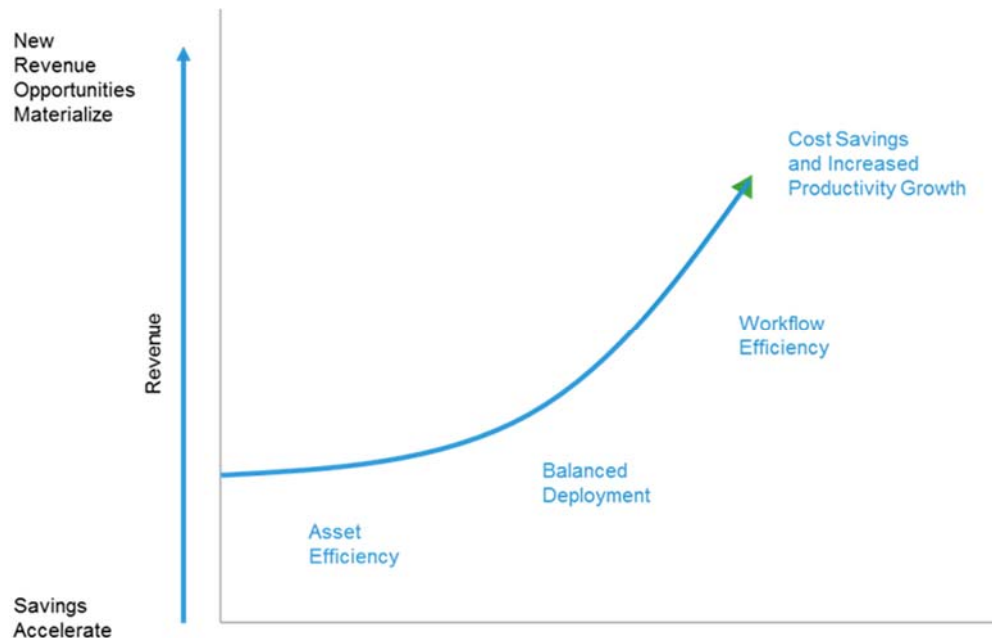
VI. Administration

- **Describe any continual process improvements that your organization puts in place for customers.**

Ongoing cost containment and process improvements:

Xerox provides ongoing cost containment through its governance and asset management software tools and processes. Measurement is the key to our success. This is why Xerox has invested heavily in a remote vendor/product-neutral asset management and support system for tracking every device in the TCPN member environment. Our help desk, asset coordinators and remote data collection tools ensure that Xerox is able to measure costs and productivity at all times. Xerox will communicate with the customer-designated governance committee on all opportunities, review current costs and other data, and make recommendations as part of monthly or quarterly reviews as defined in the statement of work.

Total Office Efficiency



Xerox has an unparalleled track record for investment and delivery of innovation, driving fast evolving technology trends. The Xerox Innovation Group (XIG) is a dedicated division focusing solely on research and development across the full range of Xerox capabilities and services. It is a key part of the Xerox role in research to investigate ways its core competencies and technologies can be applied to new markets and create new businesses for Xerox and its customers.

Examples include:

- Document workflow technologies. Intelligent document technologies, which are now being deployed and which significantly, reduce the cost of handling documents while creating completely new revenue opportunities for customers.
- Document printing technologies. Experimentation with printing materials, inks and toners, environmentally friendly media and exploring next-generation personalized services.

Aligned with Xerox's business strategy, and to support the ever-changing document and its role in the enterprise, our innovation efforts are focused on three broad goals:

- Reinventing our machines and systems.
- Rethinking how people work.
- Redefining the document.

These goals support Xerox's business interests by creating the platforms and technologies for market competitiveness. They also create investment options for future growth. Supporting these goals are broad research themes and competencies that are distributed across the XIG Research and Technology Centers.

The role of Xerox research is to:

- Explore. Approximately 25% of Xerox investment in the research centers is in the important "explore" phase. The explore projects give Xerox great learning and help to strengthen its core competencies. Some of the explore projects are very promising. These must then be scaled up, and their level of uncertainty reduced.
- Incubate. Xerox moves them to what it calls the "incubation" phase. About 35% of Xerox investment in the research centers is devoted to incubating and nurturing these promising

opportunities. During this phase, Xerox makes sure that, close alignment of the opportunity with one of the lines-of-businesses product roadmaps happens. Xerox pilots and matures these opportunities until they are ready to become a product or a services development.

- **Support.** Approximately 40% of Xerox research investments directly supports its business partners. Xerox researchers collaborate closely with the development engineers in the business groups to accelerate time to market through co-development of the novel technologies in the early stages of the product and services development processes. Innovation only happens when the novel product or service hits the market and makes a difference to Xerox customers.

In summary, Xerox is charting the course that will enable customers continue to do great work, today, tomorrow and in years to come. Seeing the world in new ways and successfully innovating is in the Xerox blood. Xerox has the technology foundation and the strong roadmap for the future to continue its leadership as one of the world's top technology innovators. Information that is more detailed is available at the dedicated Xerox Innovation Group website, which is located at: www.xerox.com/innovation

- **Detail any innovative ways that your organization helps eliminate unnecessary printing; reduce carbon footprint usage, waste, etc.**

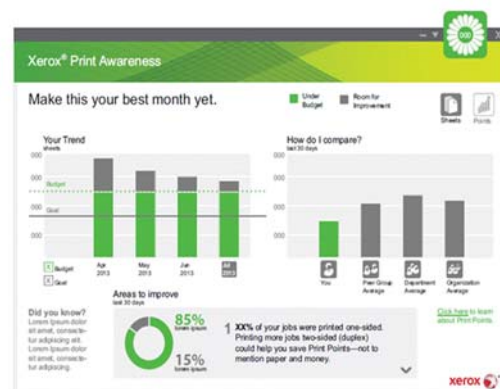
The assessment data we develop from our initial assessment effort provides critical metrics to continuously work toward an optimized state by driving reduced cost, reduced printer population and appropriate print usage. Our monitoring, management and analysis can drive incremental and important savings.

Xerox continually improves the performance of your enterprise print environment, fine-tuning the overall infrastructure and delivering savings through asset configuration and process improvements as outputs of this data gathering effort.

Our leading assessment analytics software, CompleteView™ Pro, was developed to deliver accurate, efficient TCO and environmental calculations. CompleteView™ Pro presents assessment data so you can visualize what is happening in your print environment. Dashboard views of your printer fleet's current state as well as drill-downs are provided to look at device, usage and financial data in detail.

An assessment can help create a systematic approach for measuring and managing your print environment and processes. Controlling costs and spending may be the most immediate benefits. However, there are others as well:

- Accounting for every location and who is using what device to support improved print policies and monitoring.
- Optimizing services to users, through upgrading equipment or removal of high cost devices and driving towards more cost efficient print models.
- Reducing environmental impact through lower energy and paper usage.
- Increasing awareness of the asset lifecycle to make strategic decisions about devices.



Through the tool you can optimize print environment for the future through “what if” scenarios and cost comparisons to make the appropriate strategic decisions to drive lower cost and improved efficiencies.

In addition, we develop through our project plan a strategic effort to assist with various elements of the change management process.

The Xerox® Print Awareness Tool is a recommended snap-in tool that encourages personal print management and reduction of print volumes by providing a change management technique to educate individuals on their individual impact of print.

The benefits of the Xerox ® Print Awareness Tool include:

- Raises user awareness.
- Promotes social conformity.
- Provides incentives for responsible printing habits.
- Real-time print metrics for users.
- Adds an element of “fun” and teamwork to important change of workplace habits.

The Xerox Print Awareness Tool encourages co-opetition (cooperative agreement on standards and sharing of information among competitors) in an effort to change individual user printing habits without a forced management directive.

As stated, the goal of the Xerox ® Print Awareness program is volume reduction. Xerox anticipates a reduction of 10-20% in total print volumes as a result of implementation of the Xerox ® Print Awareness Tool.

In addition to the expected cost savings, the reduction in print volume can be tracked over time and reported as part of TCPN member’s sustainability initiatives.

Xerox Document Analytics Service – Explains how, where, and why documents are used. Insights are culled from multiple sources – data from devices and print jobs, audits of filed and unfiled paper and client interviews that uncover printing “behaviors.” Based on the findings, Xerox partners with its clients to digitize content and capture information so organizations do not replace a paper landfill with a digital landfill.

Carbon Footprint Reduction

As part of Xerox’s Virtual Office program, more than 8,000 employees, approximately 11 percent of its domestic workforce, currently work from home. Through this program, Xerox reduced carbon dioxide emissions by 40,894 metric tons in 2014. Xerox added in excess of 1,000 remote jobs in the past year alone. Remote staff saved an estimated 92 million miles of driving and 4.6 million gallons of gas. The figures are even greater when considering that Xerox encourages and supports thousands of onsite employees worldwide to work from home on an as-needed basis.

“Xerox focused on environmental performance and sustainability long before it was a popular practice, in order to positively impact our operations, offerings, customers and communities,” said Diane O’Connor, (retired) vice president of Environmental, Health, Safety and Sustainability at Xerox.

“Beginning with double-sided printing and work-at-home, data-entry jobs to efficiently process transactions at a massive scale, Xerox has continually evolved its efforts to benefit the environment while helping employees of diverse career backgrounds live a better work-life balance.”

Waste Management

Product Take-Back and Recycling

In the early 1990s, we pioneered the practice of converting end-of-life electronic equipment into products and parts that contain reused parts while meeting new-product specifications for quality and performance. We have developed a comprehensive process for taking back end-of-life products and have established a remanufacture, parts reuse and recycling program that fully supports our waste-free initiatives.

We design our machines with the minimum number of required parts and with high durability and reuse capability in order to encourage multiple product lifecycles. During the active phase of a product, all returned equipment is evaluated for reuse opportunities throughout the Supply Chain.

Finally, all parts are coded with disposal instructions, so they are easy to recycle in the most effective manner during the end-of-life/end-of-service phase of the product life.

Xerox enables reuse according to the following principles:

- Reuse of complete end item. This requires the least reprocessing, transportation and energy usage.
- Remanufacturing or conversion into a newer-generation product or part. Product families are designed with a high level of commonality to enable maximum reuse in this manner. This allows us to remanufacture to “as new” performance specifications while reusing 70 to 90 percent of the machine components by weight without degradation of quality or performance. Nearly 65 percent of machines returned in the U.S. are given new life by being sold as used or sent for remanufacturing of some sort.
- Reuse of major modules, subcomponents and parts for spares or manufacturing. Many of our machines that have outlived their useful life are stripped of usable parts and components prior to the scrap/reclaim process. Used spare parts returned from the field are also considered for this reuse stream. Xerox is continually looking to increase the number of components that are reused in upstream and downstream processes after the original machine has been designated for disposal.
- Material recycling. After the processes noted above have been followed, any remaining portion of a machine is stripped of any recyclable material (e.g., plastics, copper wire) and material requiring special disposal services, such as PWBs, batteries and lamps. The remainder of the machine is then crushed and sent to a scrap metal reclaim facility.



Our approach to managing products at end-of-life translates into significant environmental and financial benefits. Globally, our combined returns programs (equipment remanufacture in conjunction with parts and consumables reuse and recycling) prevent over 50,000 metric tons of waste from entering landfills each year.

Xerox’s manufacturing approach focuses on sustainable strategies to extend the lifespan of equipment.

Xerox has developed unique processes and technologies to ensure that all Xerox products, regardless of their reused or recycled part content, meet the same specifications for performance, appearance, quality and reliability, and carry the same guarantees, warranties and service agreements as Xerox equipment made from all-new parts.

With more than a decade of proof, the misperception that products with reused/recycled parts are inferior to those built from all-new parts has diminished. A recently concerning trend, however, has been the inclusion of requirements for “all-new parts” in some public sector bids and tenders, in many cases running counter to those governments’ own green procurement principles. We continue to educate customers about the quality and reliability of equipment containing reprocessed content. Focusing on the quality and performance of products, regardless of recycled content, eliminates barriers to reuse.

E-Waste

While Xerox has long been committed to responsible end-of-life management of equipment, the proliferation of e-waste regulations has created a need for multiple programs in different countries and even states. The subtle differences in requirements among these regulations pose challenges from a process consistency and efficiency standpoint. For example, with the implementation of the European Union’s Waste Electrical and Electronic Equipment (WEEE) Directive, we continue to operate our European take-back program to enable equipment remanufacturing and parts reuse. We also participate, as needed, in European member states’ individual collection and recycling programs.

In the U.S., Xerox recently partnered with a large electronics recycler to ensure that our customers have a means to have their old imaging devices processed in a responsible manner. The program is consistent with the requirements defined in the various manufacturer take-back initiatives.

We carefully manage suppliers who provide recycling and waste disposal services. A waste vendor approval process assesses the safety and environmental practices as well as compliance history of each vendor. Where appropriate, we require these companies to document the final disposition of materials sent to their facilities, including electronic scrap. Xerox does not allow its vendors to send electronic scrap to developing nations for processing. We strive to work with only those recyclers who have implemented voluntary programs that are certified by accredited organizations. The programs are U.S. EPA's Responsible Recyclers (R2) or the Basal Action Network's e-Stewards standards. In addition, in 2014 Xerox's two U.S. equipment processing facilities achieved R2 certification.

Reduce Print

Along with printing less, Xerox works with clients to eliminate the need to print at all. Our goal is to not only help you Print for Less but Print Less as well. Once we have placed the right equipment in the right place we can offer services to help you manage your Network Printers which would include proactive monitoring, helpdesk support and supply replenishment at a significantly lower cost than what you are paying today. We have over 2.5 million devices in our program and can pass on significant savings in toner cost under our program. It does not require printer upgrades. Xerox can simply manage the current fleet with a simplified black and white and color impression rate.

In addition, we will look for ways to reduce paper in your environment. Xerox Workflow Automation Solutions will help TCPN members manage documents in an entirely new way. From automated routing and digital repositories, to integrating tablets and capturing analytics, our solutions make document processes fast and efficient. All of our solutions are designed for specific processes such as electronic plan reviews or property assessments. Yet the basic premise of all is universal. When you reduce the paper, governments work better. In addition, the investment you make in your multifunctional devices can be utilized to improve your workflow by utilizing the devices as on ramps into a content management system. In terms of assisting with digitizing and automating processes, following are some additional areas where we can help clients:

- Public Records Requests
 - Agenda Management
 - HR On-boarding/Off-boarding
 - AP/AR processing with invoice reconciliation
 - Contract/vendor management
-
- **Describe your organizations process pertaining to a formalized quarterly business review with a public agency (such as; device utilization, fleet performance, cost saving opportunities, department/site usage, green spend, consumables monitoring report, etc.).**

Maintaining continuous and open communications between Xerox and TCPN members is the fundamental component in building a strong, productive, and mutually beneficial relationship. The cornerstone of this relationship is the Quarterly Business Review.

The Managed Print Services (MPS) technology embedded in your business accumulates a body of data and analysis that reveals gaps and opportunities. This information facilitates a quarterly business review (QBR) system that allows us to present insights and data from the process and infrastructure level. This unique point of view enables our account team to go beyond operational discussions and dive into real innovation brainstorming.

Traditionally, a QBR is about analyzing and reporting on our performance. It is retrospective, and that's important, but now we have expanded the scope of the QBR to include a focus on innovation.

The upcoming QBR meeting is about extending your innovation roadmap to move your business forward. Think of it as a “Quarterly Innovation Review”. This time is totally devoted to each TCPN member’s business: what’s on the horizon, where they want to go, and what processes hold them back.

Xerox provides a wider innovation roadmap to take business to the highest level of automation and simplification. The data gathered through MPS leads into better ways to secure and integrate document-based processes and information. It might suggest ways to make existing capabilities work faster and at a lower cost. Or it could reveal there is a solid MPS foundation, and the TCPN member is ready to move to the next stage. We also make recommendations based on industry experience and benchmarks.

Having a regular quarterly engagement brings disciplines to ongoing innovation dialogues. By thinking broadly about data analysis, employee feedback, and proposed changes, we’ll make sure we providing optimal value back to you. We have a range of solutions and continually invest in new ones as needs change. In a QBR, we will look at where we can add value and be strategic to the business.

VII. Service / Help Desk

- **Describe in detail the process that shall be used to ensure adequate service representatives will be available. This should include fees and or hourly rates for service/help desk integration.**

Xerox service team includes 2,914 Customer Service Engineers (CSE). This highly skilled, tenured, and manufacturer-certified team of technicians receives extensive ongoing training. We have developed a national service coverage-planning model to optimize the size, location and skills of our workforce with the level and quality of service we offer to our customers. This service coverage model ensures adequate skill level and coverage to deliver maintenance services to all locations.

Xerox Service Assurance Technologies (XSAT) is a new services scheduling system. It is an automated scheduling system for our CSEs. The scheduling technology considers CSE training, real time proximity to each customer account when scheduling the call.

This innovative system ensures that our CSEs respond when and where YOU need them. With Service Assurance, you can relax, knowing that the right CSE will arrive at the right time. Powered by a sophisticated automated scheduling system, Service Assurance takes a variety of key factors into account, including each CSE’s skills and location, your service contract, even your hours of operation. Tailored to your business, Service Assurance is designed to give you maximum uptime. Xerox measures Response Time and Uptime on a rolling 90-day average.

Xerox® Connect Advantage Services is a comprehensive suite of technical service capabilities that combine sophisticated diagnostic technology with a dedicated team of highly skilled experts. This combination provides reactive and proactive problem resolution for all Xerox customers, whether on a device, on the desktop, on the web, on the phone or on site. With Xerox Connect Advantage, the Department of Corrections will receive the most efficient and satisfactory service in the method of your choice. The result: faster resolution of issues, minimal disruption, maximum uptime and ease of use, all translating into more time spent focusing on your business goals.

Our enhanced support model is broken down into five categories:

- On the Device- Performance is continually monitored and adjustments are made automatically. You can resolve an issue without ever having to call Xerox. Foundational to this excellent service is making real-time device performance information available. By maintaining a connection between your device and Xerox, we can reactively and proactively diagnosis problems, keeping you in business.

- On the Desktop- Xerox, devices are being developed with sophisticated diagnostic technology in the print driver that identifies and diagnoses equipment issues and offers solutions.
- On the Web- The solution to your question may just be a click away. You can engage social media outlets like Twitter and Facebook or join various forums to share and find information. You can enjoy online print driver updates, software releases, user documentation, tips, videos and answers to commonly asked questions. You can manage your account online, order supplies and submit meter reads. You will even access to our Fast Track to the Expert when you complete an on-line Request Technical Support form found on your particular product page, from Xerox.com/support. Submitting a service request, this way guarantees your request will be processed within an hour and that you will be contacted either by email or an experienced service technician to help troubleshoot and resolve your issue. Our website is easily accessible through most browsers, including mobile devices.
- On the Phone- Some questions might require a phone call. Our dedicated team of expert representatives, including some engineers with over 25 years of field experience, have the background and skill set to help with even the most complex issues. In most cases, we are able to solve your issues or answer your questions over the phone, without ever needing to send someone on-site.
- On-site- Occasionally, you may require an on-site visit from a customer service engineer when a repair is necessary. We have field service operations worldwide that are ready to dispatch an experienced engineer when needed. The Xerox Service Assurance Technology process ensures timely response to the end user.

Clients will also have benefit from a tiered Remote Solve process through which issues are diagnosed and resolved remotely.

- Xerox Remote Solve: Using diagnostics and monitoring technology to monitor devices and proactively pinpoint device issues, Xerox remote support specialists or customer service engineers (CSEs) will diagnose and resolve common device issues remotely by performing troubleshooting tasks with the end user and correcting the issue from a remote location. Our specialists aim to solve your problems quickly and seamlessly and will dispatch a service technician on site if further assistance is required.

The combination of diagnostic technology and highly skilled experts provides real-time problem resolution of any technical issues and allows for minimal service disruption, maximum device uptime, and ease of use for your employees.

Help Desk Integration

The Xerox Call Center team will work with our clients to develop workflows that integrate with their current Help Desk system for level 1 or 2 support. Our Call Center has experience in integrating with customer Help Desks and their applications to provide seamless support. While maintaining our own system of record, we also offer the option of dual ticketing to close tickets inside both the Xerox and client service desk systems.

Xerox also has an integration framework that allows integration with third party helpdesks via email, http or web services. Such integrations require additional scoping for requirements and cost but can enable near real time updates of tickets in both the Xerox system and the client's service desk.

Service/help desk integration is included in the final price to the client. Xerox will manage availability to the statement of work and the time zone for each client location to ensure contract compliance.

All service/help desk integration fees and or hourly rates are included in the TCPN member contract.

- **Describe your organization's procedures for addressing and resolving customer problems and complaints; service, equipment, or billing. This should include timelines and escalation measures.**

Xerox escalation process provides active management involvement, in an ordered and structured manner, for those situations where the processes cannot or will not deliver an acceptable solution to the customer in the agreed timeframe.

We develop a communications and escalation plan specific to the service(s) being delivered and the time-sensitive requirements of each customer. Our personnel are trained in the escalation of this plan and follow the procedures as outlined within the plan to inform the documented team members from customer organizations should a service be affected.

Xerox Service and Support personnel are trained to respond with an appropriate level of urgency. Escalation from a Level 1 Customer Service Representative (CSR) to either onsite Customer Service Engineer (CSE) dispatch or to Level 2 Remote Support Engineer for next-level telephone support occurs immediately once the CSR has determined that their own knowledge and skill levels or the information in the global knowledgebase cannot resolve your problem. Also, using the Customer Communication Process described above, you can request more immediate escalation.

The same is true for onsite problem resolution by your CSE. Once the CSE determines that additional technical support is needed to resolve your problem, he or she will immediately contact a local Product Technical Specialist, or call the Technical Support Center for help from a Remote Support Engineer.

For technical problems which are highly complex and where onsite engineering support may be needed, the local service team will work with Level 2 Remote Support Engineers and Level 3 Design Engineers to determine the best course of action to bring your system back to its full capability. They will balance the need to give local resources the chance for a quick solve (including remote support methods) with the probability that an extra level of support will be needed from headquarters.

At all points within this process, the customer will be informed of the escalation progress and actions documented. This information allows for deeper analysis if required later.

- **Provide the expected response time after initial service/help desk call to have a technician on site, if needed.**

Xerox measures onsite service response time as the time between your initial call to the North American Customer Support Center requesting service and the time when the Customer Service Engineer arrives at your site to repair your equipment. Response time is calculated based on contracted hours of coverage.

Xerox has developed a national service coverage-planning model to optimize the size, location and skills of our workforce with the level and quality of service we commit to our customers. For onsite Customer Service Engineer response time, products are planned in the following general categories:

- Office and Fax: 4 hours (4 hour average response time based on a rolling average over a 90 day period under standard SLAs. Response time is from service dispatch to onsite arrival to service equipment.).
- Production and Continuous Feed: 4 hours.
- Wide Format: 6 – 8 hours.

The above timeframes represent the average onsite response time for these classes of products. There may be exceptions within categories, based on product maturity, geographic considerations, like rural or remote customer sites, or service provided through authorized service delivery partners. Your Xerox Sales contact will provide response time delivery specifications based on the product mix of interest, your business locations, and specific service level requirements.

- **List the type of reporting your organization can provide end-users on service/help desk calls.**

Part of the MPS implementation plan includes defining reporting requirements and options. Xerox has developed a significant number of standard reports based on experience and best practices.

The standard reporting from Xerox Report Manager (XRM) includes the following sample reports:

- Enhanced Asset Details Report
 - Count by Model
 - Count by Manufacturer
 - Count by Color Capable
 - Count by Networked
- Enhanced Incident Details Report
 - Dashboard
 - Source of Incident
 - Total SLA Response
 - Total SLA Resolution
 - Break-Fix Response SLA
 - Break-Fix Resolution SLA
 - SLA by Manufacturer
- Enhanced SLA Report
 - SLA Table of Contents
 - SLA Dashboard
 - Uptime
 - Average Response Time
 - Average Resolution Time
 - Response SLA
 - Resolution SLA
 - Proactive vs Reactive
- Enhanced Meter Volume Report
 - Document Map
 - Volume by Manufacturer
 - Top Ten Volume by Model
 - Volume by Meter
 - Assets with Meters
 - Assets without Meters

Xerox Device Agent reporting may vary. Custom report requests are handled on a client-by-client basis.

Reports can be delivered through a number of methods: 1) direct emailing of scheduled reports, 2) downloading of reports via Xerox Services Portal or web-based repositories and 3) delivery of business review and ad-hoc reports. Reporting formats can be XLS, PDF, CSV, XML as well as other formats.

- **Does your organization provide well defined service level agreements to customers? If so, please provide an example of a service level agreement that you have provided to a public-sector entity.**

Xerox offers the unique capability to provide replicable managed print services at consistent service level agreements (SLA) across wide geographies. We have the ability to work with our clients on standard SLAs including uptime, response time and resolution time, and are able to provide consolidated management performance for implementations.

Upon request, Xerox will work with TCPN members on adjusted SLAs and disclose any resulting incremental costs.

SERVICE LEVEL AGREEMENT

Key Performance Indicator	SLA Measurement Criteria	Service Level Objective (SLO)	Service Level Agreement	SLA Standard
Device Uptime	Percent of Xerox Equipment working properly during Normal Working Hours	Uptime of all Xerox Equipment	Monthly Uptime	95%
Break Fix Response	Normal Working Hours	On-Time Response to Service Requests	Same Business Day (4 business hours)	95%
Break Fix Resolution	Normal Working Hours	On-Time Resolution to Service Requests	Next Business Day	95%

SLA Measurement:

The performance measurement for each SLA will be the aggregate of all events for that given SLA shown in the table above. Each activity falling in the Service Level Objective category will be measured to determine if it has met the SLA target or not. The total number of missed events will be subtracted from the total number of events, and that result will then be divided by the total number of events. The result will be expressed as a percentage. SLAs do not apply for XPS.

- **State any restocking or return fees.**

There are no restocking or return fees.

- **List the cost, if any, of any software technology that can be used in association with your service desk.**

Our service/maintenance cost are all-inclusive providing labor, parts and any software needed for diagnostics.

- **Include the cost for an outright purchase, monthly lease, or per device monthly fees.**

Please see the attached price exhibits. Leases will be provided to an end user based on the pricing equal to or below the negotiated prices attached.

- **Provide your organizations customer service statistics or survey results concerning the quality of services provided.**

Customer satisfaction and loyalty are Xerox's number one priority. For this reason, we consistently and proactively elicit customer feedback using a combination of relationship and event based survey programs. We continuously monitor and polish these programs to ensure we understand the end-to-end customer experience signals retrieved from the relationship survey and utilize our event-based data to further diagnose deficiencies and drive improvements.

Xerox conducts four relationship surveys per year (one per quarter) with the goal of obtaining a response from the key decision makers in every account. We utilize a closed-loop management process to review survey results and establish action plans based on those results to ensure positive experiences and interactions with our customers.

Xerox tests, validates and ensures that we are meeting our customers' expectations based on honest feedback that we have obtained through measurement tools such as surveys. We ask for satisfaction feedback so that we can continue to make incremental process improvements that support our customers' business needs.

Sentinel Customer Satisfaction Assurance System

Xerox has expanded our standard proactive customer satisfaction system to include a unique customer polling system called Sentinel™. We designed the Sentinel system to facilitate gathering end-user feedback on a regular basis to listen to all employees across a customer's enterprise.

With the TCPN member's permission, Sentinel will send a simple e-mail that prompts one of four responses: delete, send a comment, make a suggestion, or alert Xerox of a problem. Comments, suggestions and problems "alert Xerox of an opportunity," automatically opening a dialog box that is completely viewable by each customer from start to finish. With web-based Sentinel, concerns go straight from your company to Xerox. The system instantly notifies a Xerox Problem Solver, who personally owns the comment through a closed-loop resolution process.

After receiving feedback from your end-users, the Sentinel system responds with the following actions:

- Records your responses.
- Notifies your account manager immediately if there is a problem.
- Creates an electronic problem ticket.
- Prompts an immediate-mail or telephone call to respondents.
- Activates a persistent loop that keeps the issue current until your respondent confirms that the problem has been resolved.

The Sentinel "sense and respond" system is a proactive way for Xerox to receive and quickly respond to your feedback. We believe this system sets us apart from our competitors by creating a unique opportunity for our customers to share their thoughts—promoting interaction and collaboration that will strengthen our bottom-line relationships.

Benefits of the Sentinel System

Sentinel establishes a direct link between your employees who use our products and services and the Xerox problem solvers dedicated to your account. Sentinel provides a "safety net" to assure your satisfaction with us throughout the customer environment, augmenting our existing Xerox processes.

The Sentinel system offers the following benefits:

- Enables real-time, direct interaction between end users and Xerox problem solvers, and reduces problem resolution time.
- Records uncensored feedback regarding our products and services, which is available at any time through your account contact.
- Creates an electronic problem ticket.
- Can be especially valuable during periods of transition, making sure that our service does not downgrade during the confusion.

Sentinel teaches us to sense what is going on and make adjustments in real time, instead of waiting for your complaint and then following up with protracted problem solving. In turn, the system encourages your users to give regular feedback because they know it will be acted upon immediately. By creating real time conversations that can be seen by all, Sentinel strengthens relationships

between customers and Xerox, improves performance, and takes ideas and solutions to new levels of customer satisfaction.

Features

Sentinel proactively searches for and reveals specific problems that have not been solved to your satisfaction. This process ensures that we identify any needs, issues and new opportunities across your enterprise. Our regular conversation can also incorporate valuable information into the account review process. Sentinel offers the following features:

- Sentinel requires no structured questionnaire to fill out—respondents are linked to a Web site where they can explain the problem in their own words.
- Responses to e-mails only take 2 minutes of your employees' time – or no time at all, if they have nothing to say.
- Sentinel logs customer satisfaction metrics to a web site for on-line, real time reporting of account information from high levels down to individual ticket details.
- Check-in notices can be sent on a scheduled basis or in response to a particular event, such as the delivery of a piece of equipment.
- The Sentinel check-in is text-based and contains no graphics, so it will not add unnecessary volume to your e-mail servers.
- Sentinel does not run on your equipment—it is a totally web-based system operated on Xerox's own servers.
- Sentinel is easy to use, with an accessible, user-friendly, point-and-click environment.
- Sentinel is very flexible—it can be deployed and can work in any type of account.

The Sentinel Net Experience Score™ (NES) is an index formulated to summarize the quality of all specific experiences customers actually have with Xerox product and/or services, experiences expressed directly by Sentinel panelists, experiences considered to be to some extent controllable by Xerox. The NES is simply the Incidence of No Problems, less the Incidence of Problems reported when polled by the Sentinel Customer Satisfaction Assurance System™, suggesting the net influence of all customer experiences, in total or among a particular panel of customers.

- Sentinel Net Experience Score™ = Number Reporting No Problems divided by Total Number of Check-Ins minus Number Reporting Problems divided by Total Number of Check-Ins.
- The Sentinel NES can be used to prompt, guide, and demonstrate continuous improvement and sustained performance, all based directly on customer-described experiences.
- Our average score over the past three years is 98.8.

VIII. Consultant/Professional Services

- **Hourly labor charge for each service offered.**

All hourly charges are provided per our attached addendum based on the different solutions being offered.

- **Describe the service offered and the final output.**

The training and professional services statement of work is customized to meet individual TCPN member requirements. The customized statement of work determines the final output.

IX. Maintenance (Break/Fix)

- **List all options for types of break/fix service associated with installed printers, including but not limited to:**
 1. **Parts and labor annual maintenance (supplies purchased separately).**
 2. **Parts and labor monthly maintenance (supplies purchased separately).**
 3. **Maintenance programs which allow for supplies to be charged on a per copy rate.**
 4. **Include pricing program that includes parts/labor for maintenance and supplies per click**
 5. **Indicate pricing program that includes parts/labor for maintenance, supplies and the lease price per click.**

Full service maintenance, to include supplies, is included for all in-scope devices with a Xerox MPS solution.

- **Detail how you would formulate a charge per copy for toner.**

Cost of all consumable supplies are included in our Full Service Maintenance Agreement.

- **Detail how your organization is able to provide remote monitoring of all print devices for use in the management of consumable, break/fix, technical support and the improvements of efficiencies for supplies and/or cost reductions.**

There are two primary options to collect equipment information remotely: Xerox Device Manager (XDM) as part of the Managed Print Solutions services offering and/or the client could download Embedded Web Server as a tool for their own use. XDM and Embedded Web Server are vendor neutral tools that can be used to discover, troubleshoot and configure settings depending on the device's compliance to the SNMP standard.

A component of the Xerox Tool Suite, Xerox Device Manager (XDM) provides the tools and resources to configure, manage, monitor, and report on any Simple Network Management Protocol SNMP-compliant networked print device in any network topology regardless of manufacturer. Since XDM relies on industry standard SNMP MIB objects for management and control, no device plug-ins are required. Printer status, updated via SNMP polls or traps, can be viewed in real-time from a web browser, or directed to support personnel, either via e-mail or directly from the integrated Help Desk application within XSM.

The Xerox Device Manager Printer view provides clear and informative view of the status of all compliant networked printers. Printer status conditions can be displayed and alerting conditions configured to meet specific business requirements.

XDM provides proactive management of output devices for the following benefits:

- Reduces Help Desk calls—XDM proactively notifies technicians in the event of a problem and can reduce calls to the help desk by 40% or more; minimizing frequency and duration of user disruption;
- Restores devices more quickly—detailed fault information and troubleshooting wizards help identify and resolve problems remotely.
- In addition, we would be willing to procure any additional tools necessary to achieve defined service levels on all devices present in the optimized environment.

Embedded Web Server is a no cost device management tool. This innovative, web browser-based software tool installs, configures, manages, monitors, and reports on networked printers and multifunction devices in the enterprise.

Benefits include:

- Improved productivity through remote printer and MFD configuration, the ability to view device status and troubleshoot throughout the enterprise, and proactively receiving device alerts on

printer status and problems- allowing everyday issues to be resolved before users experience downtime.

- Reduce costs by tracking print usage by user and group to facilitate usage policies and ensure that devices are deployed to provide the best fit throughout the organization.
- Ensure security by centrally managing and administering critical device settings to ensure consistent and correct implementation of security policies and procedures.

Xerox® Device Agent (XDA) discovers and monitors printing devices, specifically office printers and multifunction devices.

The application features a built-in alert detection system and has the capability to send an e-mail message to an appropriate user when certain conditions exist in the monitored devices. It also provides clear and concise status of all networked printers.

You can do the following from Xerox® Device Agent:

- Discover printers
- Monitor printers for status and alert conditions
- Notify users via e-mail when faults occur

The application supports industry-SNMP MIBs for network printers; however, the amount and type of management that it can provide is dependent on the printer's level of conformance to those standards.

The following features conform to these standards:

- Printer identity (i.e. model, serial number, manufacturer, etc.)
- Printer properties (i.e. input trays, output bins, serial number, etc.)
- Printer status including overall state, detailed status, UI messages, etc.
- Consumables and levels (toner, fuser, print cartridge and device unique parts)
- Supported print protocols (LPD, HTTP, Port 9100)
- TCP/IP protocol suite (SNMP, TCP, UDP, IP, NIC details)

Note: A single instance of Xerox® Device Agent supports a maximum of 2000 network print devices. Consumers with more than 2000 network print devices will install the application on a different server or PC to support the remaining networked print devices.

- **List how you will configure pricing for future printer models by other manufacturers.**

As additional products and services are needed after implementation of the Master agreement and product or service will be added as an amendment to the Master Agreement.

- **If meter collection is performed by vendor on-site, list the monthly or hourly rate.**

Meter collection is performed by helpdesk or electronic reads. There are no cost for meter collections but the process will be provided in the individual SOW.

- **If meter collection is performed through software, list monthly charge or purchase price, if any, per asset.**

Meter collection is part of standard implementation, as part of SOW.

X. Other Management Print Services

- **For additional products or services that fall within the scope of this contract, vendor may include a separate description of the product or service, along with the proposed pricing.**

Xerox has provided pricing for all products and services that fall within the scope of this contract.

- **Include software or licensing costs or components of any services provided.**

Within the addendums we have provided the standard software and licensing costs. Any additional costs will be provided to the procuring customer based on the SOW and customer requirements.

Tab 5: References (Appendix F)

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State Phone Number Years Serviced Description of Services

Annual Volume

References One

Entity Name	Arapahoe County
Location	Littleton, CO
Contact / Title	David Bessen, Director of Information Technology
Phone Number	303-794-4462
Years Serviced	4.5
Annual Volume	18, 000,000 (14,000,000 Office devices & 4M Production devices)
Description of Services	The Xerox solution included a refresh of the multifunctional fleet from Canon devices to Xerox. We also conducted an assessment for each department to ensure we were recommending the correct devices and capturing data on network printers. The solutions provide proactive monitoring and automatic supply replenishment, helpdesk support, on site dedicated specialist who serves as first responder to service and supply calls, monthly reporting, print tracking solution (Equitrac), and quarterly and monthly business reviews. We have continued to deliver real results to Arapahoe County which has resulted in the retirement of over 600 printers (standalone and networked) and a significant reduction in the number of multifunction devices. Estimated savings is at \$200K annually and the contract was expanded in June 2016.

References Two

Entity Name	Sarasota County Government
Location	Sarasota, FL
Contact / Title	Jon McKenzie, Manager, Technology Program & Project Management
Phone Number	941-915-7234 7+ years
Years Serviced	7+ years
Annual Volume	360,000 Annually
Description of Services	MPS + CPS, Equitrac Office

References Three

Entity Name	City of Jacksonville
Location	Jacksonville, Florida
Contact / Title	Greg Pease, Chief Procurement Officer
Phone Number	904-255-8801
Years Serviced	8+ years
Annual Volume	1,000,000 Annually
Description of Services	MPS + CPS, NX Support, Print-for-pay in library, 2 Full-time associates

References Four

Entity Name	Leon County
Location	Tallahassee, Florida
Contact / Title	Michelle Taylor, Manager, Network & Technical Services
Phone Number	850-606-5511
Years Serviced	5+ years
Annual Volume	150,000 Annually
Description of Services	MPS, Mobile Print

References Five

Entity Name	Palm Beach County Healthcare District
Location	Palm Springs, Florida
Contact / Title	Nicole White, IT Administrator
Phone Number	561-804-5870
Years Serviced	5+ years
Annual Volume	190,000 Annually
Description of Services	MPS + CPS + NX support

References Six

Entity Name	Commonwealth of KY
Location	Frankfort, KY
Contact / Title	Chuck Miller, Contract Program Manager
Phone Number	502-330-6576
Years Serviced	4.5 years
Annual Volume	219,000,000 Annually
Description of Services	Sole Vendor of Managed Print Services including NX, Assess, Optimize, Print reduction and Print elimination through workflow automation and including digital content management, scanning/imaging. Also includes production equipment. Three (3) Onsite DocuCare Associates and AOM.

References Seven

Entity Name	Travis County
Location	Austin, TX
Contact / Title	Tanya Acevedo- CIO
Phone Number	512-854-3210
Years Serviced	10+ years
Annual Volume	20,095,122 Annually
Description of Services	Provide Multi-function and Production Technology, Break/Fix, Supplies and Account Management.

References Eight

Entity Name	City of Austin
Location	Austin, Texas
Contact / Title	James "Jim" Howard- Corporate Purchasing Manager-IT Procurement
Phone Number	512-974-2031
Years Serviced	10 years currently with contract through 2024
Annual Volume	19,200,000 Annually
Description of Services	Managed Print Services

References Nine

Entity Name	City of St. Petersburg
Location	City of Petersburg, Florida
Contact / Title	Barbara Grilli, Purchasing Manager
Phone Number	(727)893-7224
Years Serviced	10 years
Annual Volume	547,046 annually
Description of Services	Technology installs of 100 office MFD's

References Ten

Entity Name	County of San Diego
Location	San Diego, Ca 92123
Contact / Title	Randall Krogman, Program Manager, Countrywide Contracts Unit
Phone Number	858-505-6349
Years Serviced	3+ Years
Annual Volume	54,000,000 Annually
Description of Services	Managed Services Solutions

Tab 6: Pricing (Appendix C)

Electronic Price Lists

- Offerors shall provide a price in the format of a percentage discount off a verifiable price index. Offerors may submit discounts for various manufacturers. Discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s).
- Offerors are encouraged to offer additional discounts for one time delivery of large single orders to Region 4 ESC and member agencies. Region 4 ESC and or member agencies should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the Contract. Members shall document their files accordingly.
- Offerors must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
- Electronic price lists must contain the following: (if applicable)
 - Manufacturer part #;
 - Vendor part # (if different from manufacturer part #);
 - Description.
 - Manufacturer's Suggested List Price and Net Price.
 - Net price to Region 4 ESC (including freight);
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on Flash Drive (i.e. Pin or Jump Drives).
- **Please submit price lists and/or catalogs in excel or delimited format only.**

Not to Exceed Pricing

- All pricing submitted shall be "minimum discount ceiling" or "not-to-exceed" pricing. Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Offeror must allow for lower pricing to be available for similar product and service purchases.

Provide pricing based on your standard pricing model:

- License Fees
- Discount schedule
- Hardware Unit Prices, if any
- Installation Costs
- Maintenance Costs
- Training
- Additional Costs

The Xerox offer consists of highly discounted/ % discount from list pricing as stated in the attached equipment price exhibit. Bulk-buy and promotional discounted pricing for all products and related services will be available at the transaction level based on individual Customer requirements, the size/scope of the

opportunity, competitive demands etc.. Xerox price offerings will include a range of monthly cost options including but not limited to 36 through 60 month services offerings including the ability to offer fixed commitment pricing as well as multi levels of flexibility options using the base equipment pricing as a platform for these offers. Xerox is offering our entire product line and is committed to refreshing technology offers at the same price or lower as new models are introduced over the course of the contract period and renewal options.

As part of our proposal, we have provided a discounted price list for the most common components of our MPS solution, such as software, services, solutions and labor in a not-to-exceed model. All products and services provided by Xerox will be bundled into one monthly price for the TCPN member.

Following are the price lists for all products, services and solutions that Xerox is offering under the terms and conditions of this master agreement. We will amend this list as additional products and services become available.

- Equipment Purchase Price List
- Managed Print Services Schedule of Services
- DocuShare Private Cloud Pricing
- Xerox Print Awareness Tool
- Customer Education Analyst Support Price List
- Professional Services Rate Card Pricing
- Consumables Commercial Price List
- Nuance Auto Store / Output Manager Price List
- Nuance Equitrac Price List

Tab 7: Value Add (Appendix G)

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

Today the workplace and business processes are defined by documents, some physical and some virtual. To that end, Xerox is pleased to offer the following Value-Add solutions that enhance end-user productivity and performance, enable secure sharing of information and allow users to get work done in less time and typically at a lower cost. Xerox has been providing workflow automation and content management solutions for 20 years. We have strategic partnerships to deliver proprietary and third party Work Flow Automation and Enterprise Content Management Solutions that will help bridge paper and digital processes, allowing organizations to re allocate resources to other pressing programs and initiatives.

Xerox Value-Add Solutions:

Hyland OnBase – OnBase is a server-based solution for Enterprise Content Management and Workflow Automation, which can be installed on premise or in the cloud. This solution is used to automate document intensive business processes and help customers transition from a paper-based environment to mixed paper/electronic environment for routing and processing of documents. Multi-function devices (MFDs) are commonly a scanning on-ramp to the OnBase solution. OnBase offers a broad feature set for automating business processes including:

- Document management (document check-in/check-out, version management, document indexing, access control and document search)
- Workflow automation (routing of documents and data for review/approvals as part of the business process, conditional logic, reporting and escalation)
- Document capture (enables the scanning of paper document by MFD, desktop or production scanner with OCR capability to extract data/index information from the scanned documents)
- Electronic forms (enables the replacement of paper forms with electronic fillable forms which can be completed and submitted by email or the web)
- Integration with Microsoft Office/Exchange and SharePoint – allows the seamless exchange of information between MS Office apps or SharePoint and OnBase
- Mobile, Web and Desktop clients – OnBase includes user interfaces from virtually any device or client environment
- Digital signatures – provides the ability to sign documents electronically in a secure manner
- Enterprise integration – enables the retrieval of relevant documents stores in OnBase from enterprise applications such as HR, Financial or CRM systems.

Xerox would sell Hyland OnBase software solutions by establishing under this contract the same Hyland OnBase teaming agreement and related processes that TCPN and Xerox are currently using under the current Xerox Services Agreement.

Xerox DocuShare – DocuShare is a server-based solution for Enterprise Content Management. DocuShare is used to capture and manage paper and electronic documents. MFDs are commonly a scanning on-ramp to the DocuShare solution. DocuShare is a web-based lightweight ECM solution that can be installed at a customer site or in the cloud. DocuShare is commonly used for capture, storing, searching and retrieving documents stored in the system.

Document Scanning services – Xerox document scanning services will scan legacy paper documents and convert them to digital documents that can be stored on a customer's network and/or imported into an existing or new enterprise content management or document management system. Scanning can be performed on-site or off-site and may include a range of options for document preparation, document indexing, off-site storage and more. Xerox will manage the process end-to-end including bringing equipment on-site to perform the scanning or providing secure pick-up and delivery of the documents to an off-site production scanning facility. Xerox will prepare the documents and scan them to the customer's specification including index information. Scanned documents can be delivered on media such as a hard drive or flash drive, stored in a secure FTP site for retrieval by the customer or loaded into a new or existing ECM solution chosen by the customer. We also offer the option to store the hard copy documents off-site for a customer-defined period of time. Xerox can scan a large variety of media including office documents, engineering drawing, microfiche, aperture cards and more.

Professional Services – Xerox professional services are an integral part of the delivery of most of the Xerox Value-add solutions. They provide services such as software installation, system configuration, project management, end-user training, acceptance testing and system customizations. Xerox utilizes a structured, project delivery methodology to ensure a successful project. The project usually begins with a kick-off meeting including the Xerox and customer project managers and technical teams to agree on project scope, finalize a project plan, identify project resources and agree on a project communication plan. The first phase of the project typically involves process discovery. During this phase, the Xerox and customer teams spend several days defining, in detail, the current steps of the customer's business process and mapping out a future state process using the technology solution to be implemented. This phase also details the hardware and software environment required to implement the solution and required resources provided by both parties. A solution specification document is agreed to by Xerox and customer to use as a roadmap for development and delivery of the solution. During the second phase of the implementation, Xerox will install and configure the software, develop things like electronic forms and workflow life cycles as well as configure users, set up scanners and perform preliminary testing of the solution. During the third phase of the project, Xerox will train the end users and work live test cases with the customer staff to ensure the solution is performing as expected prior to final sign-off on the solution.

Business Process Improvement Consulting (BPI) – During the Xerox BPI Discovery Pre-Workshop Sessions, our objective is to set expectations, coordinate scheduling of the key Line of Business Stakeholders who will need to participate in the Xerox BPI Workshop, select and define a specific business process that would show significant business benefit from process improvement, reengineering and automation.

The Xerox Business Process Improvement Consulting Workshop is designed to develop a business case and digital transformation roadmap to improve, automate and simplify a client's business process. Xerox Business Process Improvement Methodology addresses the need for successful change management. Xerox Business Process Improvement Methodology is focused on providing clients with a thorough understanding of how they do things today, improving those processes through the application of re-engineering, technology and best practices to be more efficient.

We combine technology, people and process improvement to increase operational collaboration using our methodology to:

- (1) Assess an organization's current workflows and utilization, analyzing the gaps, risks, bottlenecks, and compliance issues in the current state.
- (2) Create a strategy for achieving business process improvement, improved content access and collaboration, and reduced operational costs.
- (3) Define and implement the roadmap for achieving the strategy, including the selection of the right workflow automation solution and appropriate strategy and implementation timeline to achieve the greatest benefits.

Xerox conducts a live process capture workshop at the client site. We capture and agree upon the current state of a client's business process. We gather feedback from all functional and operational leads to capture each step in the process, including any pain points. We analyze all data and work with our Subject Matter Experts to redesign the process and develop a future vision and roadmap to improve and automate the process. We apply principles from Lean Six Sigma and Business Process Management (BPM).

Xerox will deliver a presentation to the Executive Stakeholders which includes Business Process Improvement Workshop Findings and Recommendations, Overview of Current State (AS-IS) and Future Vision (TO-BE) Processes, and a high level business case. Following the BPI Consulting Engagement, Xerox provides the customer with a BPI Findings and Recommendations Consulting Report for the re-engineering of the business process.

Nuance Equitrac is an optional intelligent print management solution that provides control, convenience, and choice for evolving user requirements while reducing IT complexities. It provides end users with a secure mobile print workflow while controlling costs and simplifying administration of your output fleet. Equitrac Office enables single sign-on access to devices and services, personal print queues to maximize document security and mobility, and rules to create cost-effective printing behavior.

Key Features

- Track how printers and copiers are being used and by whom
- Analyze which devices are being over- or under-utilized and recognize peak usage periods
- Allocate expenses (bill-back) by department, cost center, project, or client
- Control who can use certain devices, how they use them, and how much they use them
- Integrate seamlessly into your current IT infrastructure. Works with all your networkable printers, copiers, and multifunction devices
- Scale from small, single-user sites up to multi-location enterprises with thousands of devices and users
- Extensible Interface Platform-capable Xerox devices enable these Equitrac Office features:
- Secure, mobile printing allows users to release their print jobs securely at any EIP-enabled device
- No additional hardware is needed because user ID and billing code entries are made directly on the Xerox user interface
- Monitor, measure, and manage printing costs to enforce color quotas and other print/copy rules as well as to track and report on usage costs by individual, department or other user grouping – all by leveraging the same user ID data utilized to access your Xerox device
- I-Queue allows the selection of one print queue and universal driver for all jobs, to be securely released at an MFP, regardless of type at any location on the network
- With web-based System Manager, administrators can quickly and easily keep user and department account lists and billing codes up to date via the internet
- Mobile Web function lets users release documents from mobile devices
- Capture and Send allows users to capture paper-based information and transform and route it to various destinations

Nuance AutoStore is an optional workflow software solution for document capture and routing. AutoStore is a server-based application, which orchestrates the capture and secure delivery of paper and electronic documents into business applications. It is well suited for organizations of all sizes who want to eliminate error-prone manual document handling. Whether handling invoices, claims, applications or order forms, AutoStore can automate your document-driven business processes to help lower costs, improve operational efficiency, communication and collaboration, and support compliance with laws and regulations.

Key features:

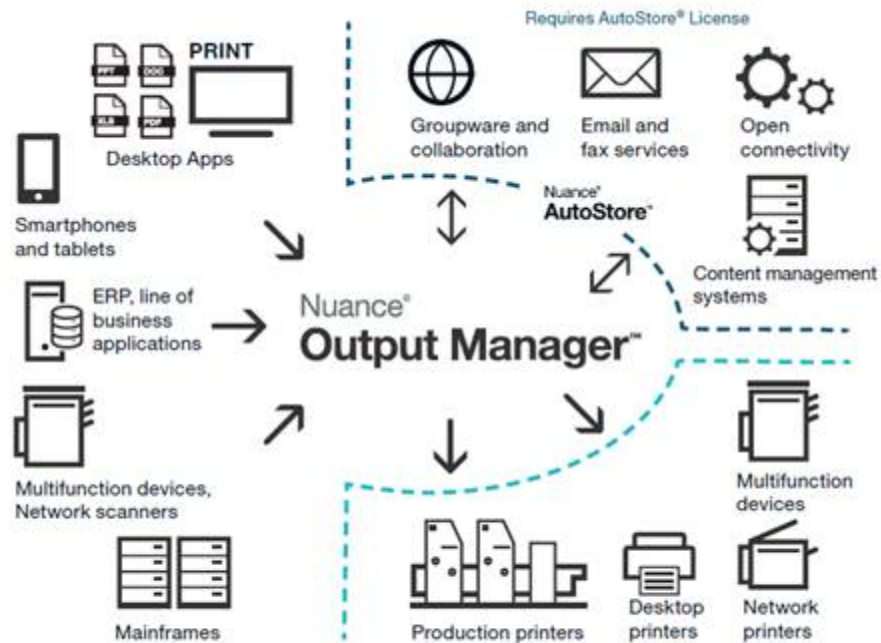
- Works with all major manufacturers
- Integrated LDAP connector
- Bi-directional database lookups
- Document image processing
- 40+ free backend connectors
- 1D/2D barcode recognition
- Capture paper and electronic documents from any source
- Front panel browse-to-scan
- Route to SharePoint®
- One touch multi-route
- PDF & PDF/A support
- Personalized scan menus
- Capture from any email account
- Send to email
- MRC PDF compression
- Open XML document support
- Camera and smartphone image processing

Nuance Output Manager is an optional workflow management solution for controlling the flow of information by consolidating input from multiple platforms and applications. Nuance Output Manager provides complete, feature rich functionality: queuing, scheduling, reprints, load balancing, setting priorities, splitting, bundling, bursting, transformations and much more.

Nuance Output Manager controls the spooling and routing of documents to all destinations including production printers, network printers, email, other applications, and the web. Complete end-to-end tracking and reporting provides customers with critical information, including origin, destination, cost to print, and user's ID. Nuance Output Manager even provides device management, from SNMP monitoring and reporting to usage optimization across an entire fleet.

Key benefits:

- Provides complete, feature rich functionality such as: queuing, scheduling, reprints, load balancing, setting priorities, splitting, bundling, bursting, transformations.
- Controls the spooling and routing of documents to all destinations.
- Provides device management, from SNMP monitoring and reporting to usage optimization across an entire fleet.
- Reduces the costs associated with printing and delivery.
- Allows complete end-to-end print tracking and reporting.



Output Manager is designed to save your organization time and money by providing effective controls over all enterprise output. What's more, the solution scales to fit any size organization and can be customized to fit your organization's specific needs.

Tab 8: Required Documents (Appendix H)

Additional Required Documents

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

07.18.2017

Date

Authorized Signature & Title

Xerox Clarifications to Terms & Conditions

We have reviewed Region 4 ESC's Request for Proposal Solicitation Number 17-14 ("RFP") and have prepared the requested Managed Print Services Proposal ("Proposal") for your consideration. Although the Proposal is based on the requirements included in your RFP, our Proposal does include some responses that are slightly different. This document explains those differences that are related to terms and conditions. In addition, we have included a copy of Xerox's standard Services Master Agreement that will be used when establishing a Services contract with an individual Region 4 ESC Member. The Services Master Agreement document will be customized based on the Region 4 ESC Member's specific requirements and location.

Please note that Xerox agrees to negotiate a solution that is acceptable to both parties if any of the below clarifications, or any of the Services Master Agreement's terms, are inconsistent with Texas law, or are otherwise unacceptable to Region 4 ESC. Our team is also prepared to discuss our Proposal in detail, and adjust our proposed equipment, support services, terms, and/or price offering based on Region 4 ESC's final requirements. Upon award, should Region 4 ESC decide not to negotiate terms and conditions further, Xerox would expect all parties to perform in accordance with the terms and conditions in the RFP, as it is modified and added to by this Clarifications Document, and the Proposal. Otherwise, upon award, Xerox agrees to negotiate a contract that incorporates the mutually agreed-to terms and conditions contained in Region 4 ESC's RFP, our Proposal, including this Clarifications Document and its Additional Terms, and Xerox's Services Master Agreement.

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Xerox's Clarifications to Region 4 ESC's RFP

Xerox provides the following clarifications and comments to the below listed RFP requirements.

RFP Document

First paragraph of Section B. Scope. The pricing that is being offered to Region 4 ESC is reasonably consistent with that offered to other cooperatives serving the public sector and offering similar services under similar terms and conditions to its members. In addition, Xerox's offered pricing maintains a level of consistency with the current pricing being used successfully on the R5245 Contract Xerox has had with Region 4 ESC.

Appendix A – Vendor Contract and Signature Form.

Article 1.4 – Purchasing procedure. Consistent with subsection 4.8, Members wanting to order under the Xerox-Region 4 ESC Contract will be provided with the then-current version of Xerox's Services Master Agreement (ESC version), a sample of which is included with our proposal response. Those agencies will either sign that agreement, or reference it in their PO. The Services Master Agreement (ESC version) template for use with Member's will include, by reference, the Region 4 ESC Contract. Once the Services Master Agreement has been effected for a Member, subsequent orders under it by that Member can be done with just a PO.

Article 3.3 – Offeror's Promise. Xerox cannot guarantee the relationship of Region 4 ESC's contract and price offer compared to other Xerox contract offerings, as the Region 4 ESC Contract offering has been customized based on the estimated equipment quantities, impression volumes, agreement term, and service/support requirements included in Region 4 ESC's RFP, including the fixed price requirement. Additionally, Xerox does not have the means to compare the various contract offerings between our customers.

Article 4.4 – Assignment. Please note that Xerox reserves the right to assign the equipment to a parent, subsidiary, or affiliate of Xerox for the purpose of securitizing, monetization, or factoring the transaction. Xerox will continue to be responsible for the provision of Maintenance Services and all other contractual obligations, and all payments will be made to Xerox.

Article 4.5 – Novation. Please note that should Xerox sell or transfer its assets used to support this Contract, the buyer would be obligated to perform all obligations under the Agreement. The transferring of the assets would not be subject to Region 4 ESC's agreement or rejection, nor can any in-place equipment be terminated because of such transfer.

Article 5.1 – Cancellation for Non-Performance or Contractor Deficiency and Article 5.2 – Termination for Cause. Xerox agrees that Region 4 ESC can terminate its Contract with Xerox with 30-days prior written notice if the purchase volume is determined to be low during any 12-month period. In such event, no new supplemental agreements with Members can be written after such termination. However, this cancellation provision does not pertain to any equipment or Services installed prior to Region 4 ESC's termination notice. In the event Region 4 ESC terminates the Agreement, already existing individual Member supplemental agreements and their related orders will continue until their scheduled expiration dates, and continue to be governed by, and be subject to, the terms and conditions of their individual Services Master Agreement and related orders.

Xerox also acknowledges a Region 4 ESC Member's right to terminate their individual Services Master Agreement and affected order(s) due to Xerox's failure to provide the contracted Services, provided that the Region 4 ESC Member notifies Xerox in writing of the specific performance shortfall and allows Xerox 60-days, or such other period as agreed to by the parties in writing, to correct the performance failure to the contracted specification. If the failure remains uncured and the individual Services Master Agreement and/or affected order(s) are terminated, then the Member shall have all rights of ownership to electronic images created by scanning tangible documents containing Member content, all full or partial copies (tangible and intangible) of Member content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by Xerox under the affected orders. The Member does not have any ownership rights or other rights of possession of any equipment for which Xerox has title, or any third party software or Xerox intellectual property provided under the affected orders.

Article 5.3 – Delivery/Services Failures. Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of a Region 4 ESC Member's equipment order, except during times of product constraint. Xerox will inform the Region 4 ESC Member if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the Region 4 ESC Member can cancel the order prior to delivery without penalty to either party.

Xerox agrees that it will be responsible for any additional costs incurred by a Region 4 ESC Member if Xerox fails to deliver the requested service(s) in a timely manner, provided that the Region 4 ESC Member notifies Xerox in writing of the performance failure and provides Xerox 60-days to correct the performance failure. If the performance shortfall is not corrected to the contracted specification within the agreed upon timeframe Xerox will either issue a check or issue a separate credit invoice to offset any non-Monthly Minimum Charge. Pending correction of the failure, the Region 4 ESC Member is expected to pay all undisputed amounts, including the Monthly Minimum Charge, which is not subject to dispute at any time.

Article 5.4 – Force Majeure. Xerox agrees that neither party will be in breach of their performance obligations if a force majeure event prevents the party from fulfilling its obligations. The Region 4 ESC Member's payment obligation 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 term of the affected order(s) will be extended for a period equal to Region 4 ESC Member's payment suspension.

Article 5.5 – Standard Cancellation. Xerox recognizes a Region 4 ESC Member's right to terminate the Agreement for its convenience due to a change in its business needs. However, the Xerox price offer for lease equipment and value-add Services orders is based on there being a firm commitment to the full

order term; a commitment that cannot be terminated without penalty, except due to fiscal year funds non-appropriation or an uncured Xerox default. Cancellation for any other reason will result in early termination charges as described in the Xerox Services Master Agreement's "Early Termination" provisions (subsections SVC 1.5 and EQP 1.6.c).

Article 7.1 – Delivery. Xerox will make commercially reasonable efforts to ship ordered product within 7 days of order receipt, or such other timeframe needed to reasonably meet the purchasing Member's needs. Xerox and the purchasing Member will establish a customer requested install date, and Xerox will keep the Member apprised of its progress in delivering the product in order to meet that date. Should there be delays in delivery that cause the requested install date not to be achievable, the Member has the option to cancel the order prior to delivery.

Article 7.2 – Inspection and Acceptance. Equipment will be deemed accepted on the equipment's installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the Region 4 ESC Member's use. The installation date for equipment and software designated as "Customer Installable" will be the equipment delivery date. Any equipment that does not perform to its published specification will be repaired or replaced by Xerox at its expense, provided the equipment is covered by a Xerox warranty or maintenance plan. In addition, the Member has Xerox's Total Satisfaction Guarantee available to it; that allows the Member to mandate the replacement of any unit that it deems to be unsatisfactory. Any equipment that needs to be replaced will be replaced with an identical model, or at Xerox's option a unit with similar capabilities, and comparable usage.

Article 8.1 – Payments. Xerox requires payment of all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Region 4 ESC Member's bank account within the timeframe provided for in any applicable prompt payment statutes, or within 30 days after the invoice date, if no such statute applies. If a Member disputes any amount included in an invoice, then the Member must notify Xerox of the dispute in writing and work with Xerox to resolve such dispute. Pending resolution of such disputed amount, the Member shall pay all undisputed amounts in accordance with the payment terms.

Article 8.4 – Reporting. Xerox agrees to provide reporting in a format as requested by Region 4 ESC and agreed to by the parties. However, Xerox requires a minimum of 30 days from the end of a calendar month to prepare and provide sales activity reporting for that month. Failure to provide the required reports within that 30-day timeframe would be a default, subject to cure within 30 days of receipt of written notice from Region 4 ESC.

Article 9.1 – Best Price Guarantee. Xerox cannot guarantee the relationship of Region 4 ESC's contract and price offer to other Xerox contract offerings, as the Region 4 ESC Contract offering has been customized based on the estimated equipment quantities, impression volumes, agreement term, and service/support requirements that are specific to Region 4 ESC's RFP, including the fixed price requirement. Additionally, Xerox does not have the means to compare the various contract offerings between our many customers. However, Xerox's price offer to Region 4 ESC for this RFP is equal to or better than any other cooperative contract that Xerox has that is similarly featured. Xerox cannot guarantee that any future price reduction will automatically pass to Region 4 ESC, as the Region 4 ESC contract offer is not based on standard published prices. However, additional discounts may be available to Members at time of order, based on the size, scope, and term length associated with the order.

Article 9.3 – Additional Charges. The Xerox offer includes all expenses associated with the equipment's freight, its shipment to and removal from the Region 4 ESC Member's delivery dock, and its inside delivery/removal, excluding any unique delivery or removal expenses. The Region 4 ESC Member will be responsible for any non-standard inside delivery or removal expenses, such as the additional time or resources required to disassemble the equipment due to the lack of adequate facility access (door removal, upending equipment, or crane support) or the movement of the equipment up/down stairs using stair creepers. If any excess rigging is required, Xerox will include the details and associated costs with the individual equipment proposal prior to performing the actual service.

Article 9.6 – Administrative Fees. Xerox agrees to pay 3% of the monthly-billed revenue (versus the RFP's stated adjusted purchase amounts) each month as an administrative fee, and to pay such fee within 45 days from the end of the associated month. The change to using billed revenue is needed in order for Xerox to meet its audit requirements. Xerox agrees to pay the stipulated late fee for administrative payments that are not made within that 45-day timeframe.

Article 10.1 – Audit Rights. Xerox agrees, upon 10-business day prior written notice, to make available to Region 4 ESC the financial and other records that are required to substantiate the Services and accurate billings under the Contract. These records exclude any information deemed by Xerox to be confidential or proprietary. Xerox does not agree to pay the costs of any audit unless such audit reveals an illegitimate overcharge by Xerox of more than 10% of the total invoiced amount covered by the audit. Xerox will promptly refund the agreed-to amount of any overcharge.

Article 11.6 – Warranty Conditions. Xerox's standard warranty is to repair or replace the Xerox-brand equipment, provided that equipment is covered under a Services Master Agreement, Xerox Warranty Program, or Xerox Maintenance Agreement. The warranty period begins upon the completion of the equipment's installation.

Article 13.1 – Funding Out Clause. For Region 4 ESC Members that are governmental entities, Xerox acknowledges that such Region 4 ESC Members have the right to cancel the Services Master Agreement or a related order at the end of any fiscal year if their governing body does not appropriate funds for that agreement or order to continue. In order to terminate under this provision, that Region 4 ESC Member will be required to send Xerox written notice within 30-days of its governing body's decision, stating that its governing body failed to appropriate funds. The notice must certify that the decision to cancel the agreement and/or order was not initiated by any individual involved in the agreement's management or execution. The Region 4 ESC Member will be required to return the equipment to Xerox in good working condition, reasonable wear and tear accepted. The Region 4 ESC Member will then be released from its obligation to make any further payments beyond the end of the last fiscal year for which funds have been appropriated.

Article 13.3 – Indemnity. Xerox agrees to this provision, but only to the extent that the claims, damages, losses, or expenses arise out of an omission, fault, or willful or negligent act of Xerox or its employees, agents or subcontractors.

Article 13.6 – Certificates of Insurance. Xerox will agree to endeavor to provide Members with notice of material changes in insurance coverage within 30 days of such change. However, failure to provide such notice is not a material breach and cannot be deemed to be a Xerox default.

DOC #7 Edgar Certifications.

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000). Xerox does not agree with the termination rights as they are provided in this section. In the event of a Xerox performance or payment failure, Xerox requires written notice of the failure and a minimum of 30 days as a cure period prior to any default remedy, including termination, being available to the Member. In the event of a termination for convenience by a Member, such termination will result in the assessment of any applicable early termination charges identified in the agreement and/or the related order between Xerox and that Member.

Attachment A Participating Addendum, State of Hawaii, State Procurement Office

Xerox reserves the right to negotiate the terms and conditions that will apply to orders placed under the State of Hawaii Participating Addendum to the Region 4 ESC Contract. In accordance with the instructions received during the Pre-Proposal Conference, Xerox has annotated the related Participating Addendum documents to identify the changes that we would like to discuss with the State. The annotated documents are attached hereto.

***** Last Clarification *****

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Additional Terms and Conditions For Technology-Only Transactions

The following terms and conditions will apply to standalone equipment and maintenance orders placed outside of a Services agreement by Members, and under the Region 4 ESC Contract. In the event of any conflict between these Additional Terms and the Region 4 ESC Contract, the Region 4 ESC contract would control.

General Terms and Conditions

1. **SCOPE.** The acquisition of Products and Maintenance Services by Customer is subject to the terms and conditions of the Region 4 ESC Contract **R** and the following terms and conditions (the "Agreement"). In the event of a conflict among these documents, the Region 4 Contract will take precedence. "Products" means Xerox-brand equipment ("Equipment"), Software and Consumable Supplies ordered under this Agreement.
2. **TERM.** The initial term of this Agreement ("Initial Term") will commence on the date it is accepted by Xerox, and it will expire on the last day of the 36th full calendar month thereafter, unless early terminated by either party upon not less than 90-days' notice. Following the Initial Term, this Agreement may be renewed for two (2) additional one-year terms, under the same terms and conditions. Upon the expiration or termination of this Agreement, each IA (as defined in Section 3.a.) shall remain in full force and effect until the end of its term and shall be governed by the terms and conditions of this Agreement as if it were still in effect.
3. **ORDER DOCUMENTS.**
 - a. Customer will issue documents that Customer or Xerox require for acquisitions hereunder, including purchase orders and individual standard form Xerox agreements ("Order Document(s)") for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address and product description, including any Trade-In Equipment. Notwithstanding anything contained in any Order Document which is at variance with or additional to this Agreement, Order Documents will incorporate and be subject solely to the terms and conditions of this Agreement, except for standard Xerox agreement terms and conditions related to options selected by Customer at time of order. Xerox reserves the right to review and approve Customer's credit prior to acceptance of an Order Document, and Customer authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies. Upon acceptance by Xerox, the Order Document creates an individual agreement ("IA") for the Products identified therein. An IA for "Standard Lease" or "Major Account Lease" may be referred to herein as a "Lease IA". An IA for "Cash Purchase" or "Major Account Purchase" may be referred to herein as a "Purchase IA".
 - b. Order Documents may be submitted by hard copy or electronic means and those submitted electronically will be considered: (i) a "writing" or "in writing"; (ii) "signed" by Customer; (iii) an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) valid and enforceable.
4. **ELIGIBLE AFFILIATES.** Xerox will provide Products under this Agreement to Customer's Members. If a Member submits an Order Document, it will be the "Customer" for purposes of the resulting IA. If Customer divests a Member, such divested entity is no longer eligible to submit Orders under this Agreement.
5. **PRODUCTS.** Customer represents that the Products: (i) will be used in Customer's business in the United States, its territories and possessions ("U.S."); (ii) are not being acquired for resale; and (iii) will not be used for personal, household or family purposes. Xerox may, for purposes of future order-taking, add Products to this Agreement or withdraw Products that become no longer generally commercially available.
6. **EQUIPMENT STATUS.** Except for Equipment identified in an IA as "Previously Installed", Equipment will be (a) "Newly Manufactured", which may contain some reconditioned components; (b) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions

and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (c) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

- 7. EQUIPMENT COMMENCEMENT & INSTALLATION DATES.** The initial Term of an IA that includes Equipment will commence on the "Installation Date", which means: (a) for Equipment installed by Xerox, the date Xerox determines the Equipment to be operating satisfactorily and is available for Customer's use, as demonstrated by successful completion of diagnostic routines; and (b) for Equipment designated as "Customer Installable", the Equipment delivery date.
- 8. DATA SECURITY.** Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.
- 9. MAINTENANCE SERVICES.** Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided in the applicable IA. Maintenance Services are provided as a mandatory part of a Lease or Rental IA, or under a Maintenance IA. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories or products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; or (e) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. If Xerox is unable to repair the Equipment so that it performs consistently in accordance with its specifications, Xerox will replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of a Maintenance Plan, Customer will provide them using the method and frequency identified by Xerox. If Customer does not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may reasonably estimate the reading and bill Customer accordingly.
- 10. CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer-replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), Customer agrees to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured, or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- 11. DELIVERY & REMOVAL.** Equipment prices include standard delivery charges for all Equipment and, for Equipment for which Xerox retains ownership, standard removal charges. Non-standard delivery or removal will be at Customer's expense.

12. PAYMENT & TAXES.

- a. If the invoice displays a due date, payment must be received by Xerox on or before the due date. If the invoice does not display a due date, payment must be received by Xerox in accordance with the state's prompt payment statutes, or, if such statutes are not applicable, within 30 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account. Restrictive covenants on payment instruments will not reduce Customer's obligations.
- b. Customer is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless Customer timely provides proof of its tax exempt status. Taxes do not include taxes on Xerox's income and, for Lease IAs, Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes. Except for Equipment that includes a Bargain Purchase Option, a Lease IA is a lease for all income tax purposes and Customer will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with its role as lessee of the Equipment.

13. LATE CHARGES & DEFAULT. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and Customer will pay, a late charge equal to 5% of the amount due or \$25, whichever is greater, or the amount allowed by applicable law, if less. Customer will be in default under an IA if Xerox does not receive any payment within 15 days after the date it is due or Customer breaches any other obligation under this Agreement, any IA hereunder, or any other agreement with Xerox. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement or any IA.

14. NON-CANCELABLE AGREEMENT. LEASE AND INSTALLMENT PURCHASE IA's CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER'S OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

15. WARRANTY DISCLAIMER & WAIVERS. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

16. LEASE OPTIONS FOR PURCHASE, RENEWAL, AND TERMINATION. The following options are available for Equipment under a Lease IA:

- a. If not in default hereunder, Customer may purchase the Equipment, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term of a Lease IA for the purchase option indicated in such IA, plus all applicable Taxes.
- b. Unless either party provides notice of termination at least 30 days before the end of the initial Term of a Lease IA, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Lease IA upon at least 30 days' notice. Upon termination, Customer will make the Equipment available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

17. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. Customer will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product and, if purchased, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to Customer), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product

being modified to Customer's specifications or being used or sold with products not provided by Xerox.

18. LIMITATION OF LIABILITY. For claims arising out of or relating to this Agreement or any IA written hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to Customer for any direct damages relating to this Agreement or any IA written hereunder in excess of the sum of the amounts paid and to be paid during the initial Term of the applicable IA and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages.

19. ASSIGNMENT. Neither party may assign without the prior written consent of the other party.

20. NOTICES. Unless provided otherwise in this Agreement, notices under this Agreement or any IA must be sent in writing to the party's address or facsimile number set forth below. Notices will be deemed given 5 days after mailing by first class mail, 2 days after sending by nationally recognized overnight courier, or on the date of electronic confirmation of receipt of a facsimile transmission, when followed by mailing of such notice as provided herein.

Invoices are not considered notices under this Agreement and are governed by provisions relating specifically thereto. All payment related notices under an IA shall be sent: (a) to Customer at the "Bill to" address in the IA, and (b) to Xerox at the inquiry address on the most recent invoice. All other notices under this Agreement or an IA shall be sent to a party at its address or facsimile number below. Either party may change its address or facsimile number for receipt of notice by notifying the other party at its address or facsimile number below.

To Customer:

To Xerox:

**Office of General Counsel
Xerox Corporation
45 Glover Avenue
P. O. Box 4505
Norwalk, CT 06856-4505**

Facsimile:

Facsimile:

21. FORCE MAJEURE. Xerox will not be liable to Customer during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify Customer if such a circumstance occurs.

22. CONSUMABLE SUPPLIES. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan Features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by Customer, and Customer will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item, at Xerox's expense, for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If Customer's use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify Customer of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge Customer for such excess usage. Upon request, Customer will provide current meter reads and/or an inventory of Consumable Supplies in its possession.

23. RELOCATION. Until Customer has paid in full under a Purchase IA or Installment Purchase IA, or while Equipment is subject to a Lease or Rental IA: (a) all Equipment relocations must be arranged (or approved in advance) by Xerox and will be at Customer's expense; (b) while Equipment is being relocated, Customer remains responsible to make all payments under the applicable IA; and (c) Equipment cannot be relocated outside of the U.S.

24. SOFTWARE

- a. **SOFTWARE LICENSE.** Xerox grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in an IA as "Application Software" only on any single unit of equipment for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this subsection a.). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Xerox is denied access to periodically reset such code; (y) Customer is notified of a default under an IA; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any IA under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
- b. **SOFTWARE SUPPORT.** Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term of the applicable IA and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within 6 months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates, and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the SOFTWARE LICENSE and SOFTWARE SUPPORT provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases. Xerox may annually increase the Annual Renewal and Support-Only Fees for Application Software. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.

- c. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox, provided that any on-site access to Customer's facility will be during Customer's normal business hours.

25. REMOTE SERVICES.

- a. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above.
- b. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

26. TRADE-IN EQUIPMENT. Customer warrants that Customer has the right to transfer title to the equipment Customer is trading in as part of an IA ("Trade-In Equipment"), and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from Customer's premises. Customer will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. Customer will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from Customer's premises.

27. TOTAL SATISFACTION GUARANTEE.

- a. "SP Equipment" means any iGen3, iGen4, iGen150, iGen5 or Xerox Color 8250 Production Printer. If, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Equipment with comparable features and capabilities (the "SP Equipment Guarantee"). The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire 3 years after the Installation Date, unless the SP Equipment is being financed under this Agreement for more than 3 years, in which event it expires at the end of the initial Term of the subject Installment Purchase, Rental or Lease IA; provided however, for SP Equipment identified as "Previously Installed", this SP Equipment Guarantee expires 1 year after installation. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox under a Xerox maintenance agreement, and (ii) operated at all times in accordance with the Expectations Document.

- b. "Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not completely satisfied with any Non-SP Equipment delivered under an IA under this Agreement, Xerox will, at Customer's request, replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Equipment with comparable features and capabilities (the "Non-SP Equipment Guarantee"). The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox under a Xerox maintenance agreement. The Non-SP Equipment Guarantee is effective for 3 years after the Installation Date, unless the Non-SP Equipment is being acquired under an Installment Purchase, Rental or Lease IA with an initial Term of more than 3 years, in which event it will expire at the end of the initial Term of the subject IA; provided however, for Non-SP Equipment identified as "Previously Installed", the Non-SP Equipment Guarantee expires 1 year after the Installation Date. The Non-SP Equipment Guarantee does not apply to a limited number of Non-SP Equipment models, which models are identified in the applicable Order Document.
- c. The SP Equipment Guarantee and Non-SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

28. GOVERNMENT CUSTOMER TERMS: The following additional terms apply to Lease and Installment Purchase IA's:

a. REPRESENTATIONS & WARRANTIES, FUNDING, TAX TREATMENT & PAYMENTS:

- (i) REPRESENTATIONS & WARRANTIES. Customer represents and warrants, as of the date of this Agreement and of each IA hereunder, that: (1) Customer is a State or a fully constituted political subdivision or agency of the State in which Customer is located and is authorized to enter into, and carry out, Customer's obligations under this Agreement, any IA hereunder and any other documents required to be delivered in connection with the Agreement or any IA hereunder (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by Customer in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement or an IA hereunder and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Customer's governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by Customer within the scope of Customer's authority and will be used only by Customer and only to perform such function; (5) Customer's obligations to remit payments under this Agreement or any IA hereunder constitute a current expense and not a debt under applicable state law; and (6) no provision of this Agreement or any IA constitutes a pledge of Customer's tax or general revenues and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement or the subject IA.
- (ii) FUNDING. Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Products, and it is Customer's intent to use the Products for the entire lease term and to make all payments required under this Agreement or an IA hereunder. If (1) through no action initiated by Customer, Customer's legislative body does not appropriate funds for the continuation of this Agreement or an IA hereunder for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) Customer has made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within Customer's general organization who can continue this Agreement or an IA hereunder, this Agreement or an IA hereunder may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's legislative body does not appropriate funds for such upcoming fiscal year, notify Xerox that Customer's legislative body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must be accompanied by

payment of all sums then owed through the current year under this Agreement or any IA hereunder and must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer will return the Equipment, at Customer's expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

- (iii) **TAX TREATMENT.** Xerox has accepted this Agreement and each IA hereunder based on Customer's representation that Xerox may claim any interest paid by Customer as exempt from federal income tax under Section 103(c) of the Code. Customer will comply with the information reporting requirements of Section 149(e) of the Code. Such compliance includes the execution of 8038-G or 8038-GC Information Returns. Customer appoints Xerox as Customer's agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement or an IA hereunder in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of Customer's failure to comply with or be covered by Section 103(c) or its regulations, then, subject to the availability of funds and upon demand by Xerox, Customer will pay Xerox an amount equal to its loss in this regard. Customer will provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

- (iv) **PAYMENTS.** All payments are due within 30 days of the invoice date.

27. AMENDMENT. All changes to this Agreement or any IA hereunder must be made in a writing signed by both parties. The amendment of this Agreement or any IA shall not affect the obligations of either party under any other IA's under this Agreement.

28. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information Customer provides completely and accurately represents Customer's financial condition.

29. MISCELLANEOUS. This Agreement is governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement or any IA hereunder, the parties agree (a) to the jurisdiction and venue of the federal and state courts (i) for Region 4 ESC, in Harris County, Texas, and (ii) for Members, in the specific jurisdiction and venue of the Member and (b) to waive their right to a jury trial. If a court finds any term of this Agreement or any IA unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address Customer provides to Xerox. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement and each IA hereunder which will be admissible in any action to enforce it, but only the Agreement or IA held by Xerox will be considered an original. Xerox may accept this Agreement or any IA hereunder either by signature or by commencing performance. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates and/or third parties. The following four sentences control over every other part of this Agreement and any IA hereunder. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement or any IA that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement or any IA to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement or the subject IA, or refunded to Customer.

30. ENTIRE AGREEMENT. The following are attached hereto and made part hereof:

- ARTICLE I: PURCHASE AND STANDARD LEASE TERMS AND CONDITIONS
 - ARTICLE II: MAJOR ACCOUNT LEASE AND PURCHASE TERMS AND CONDITIONS
 - ARTICLE III: RENTAL TERMS AND CONDITIONS
 - ARTICLE IV: MAINTENANCE TERMS AND CONDITIONS
- ARTICLE V: MAJOR ACCOUNT MAINTENANCE TERMS AND CONDITIONS

ARTICLE I
PURCHASE AND STANDARD LEASE TERMS AND CONDITIONS

Customer's acquisition of Equipment by Cash Purchase, Installment Purchase, or Standard Lease is governed by the terms and conditions of the Agreement and this Article.

- 1. PROTECTION OF XEROX'S RIGHTS.** Customer authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights as lessor of leased Equipment or Xerox's purchase money, security interest in purchased Equipment. Until Customer has paid in full under a Cash Purchase or Installment Purchase IA or pursuant to the purchase option under a Standard Lease IA, Equipment will remain personal property and Customer will not, with respect to the Equipment: (a) attach it as a fixture to any real estate; (c) pledge, sub-lease or part with possession of it; (c) file or permit to be filed any lien against it; or (d) make any permanent alterations to it. Customer will promptly notify Xerox if Customer relocates its principal place of business or changes the name of its business.
- 2. CASH PURCHASE.** The following additional terms and conditions apply to a Cash Purchase IA:
 - a. **TITLE AND RISK.** Title to the Equipment passes to Customer upon delivery. Risk of loss or damage to the Products passes to Customer upon delivery.
 - b. **REMEDIES.** If Customer defaults under the Agreement or a Cash Purchase IA, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due (including all applicable Taxes), plus interest on all amounts due from the due date until paid at the rate of 1.5% per month.
- 3. INSTALLMENT PURCHASE.** The following additional terms and conditions apply to an Installment Purchase IA:
 - a. **TITLE AND RISK.** Title to the Equipment passes to Customer upon delivery. Risk of loss or damage to the Products passes to Customer upon delivery. Until the Products are paid for in full, Customer will insure the Products against loss or damage and the policy will name Xerox as Loss Payee.
 - b. **REMEDIES.** If Customer defaults under this Agreement or an Installment Purchase IA, Xerox, in addition to its other remedies (including the cessation of Maintenance Services, if applicable), 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 1.5% per month; (ii) the remaining Installment Sale Minimum Payments in the Installment Purchase IA's term less any unearned finance charges (as reflected on Xerox's books and records) and (iii) all applicable Taxes. In addition, if an Installment Purchase includes maintenance, Xerox may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (1) the lesser of the remaining Minimum Periodic Base Payments in the IA's term or 6 such payments for one-year agreements (and 12 such payments for multi-year agreements); and, (2) all applicable Taxes.
 - c. **PREPAYMENT OF BALANCE.** Customer may, at any time, prepay the remaining principal balance on an Installment Purchase IA.
 - d. **MAINTENANCE COMPONENT PRICE INCREASE.** Except as otherwise provided in an Installment Purchase IA that includes Maintenance Services and Consumable Supplies, Xerox may annually increase the Maintenance Minimum Payment and Print Charges. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.
- 4. STANDARD LEASE.** The following additional terms and conditions apply to a Standard Lease IA:
 - a. **TERM.** The initial Term for any Standard Lease IA will be the number of full calendar months stated in such IA. The Minimum Payment for any partial month following the Installation Date will be billed on a pro rata basis, based on a 30-day month.

TITLE AND RISK. Title to the Equipment remains with Xerox until Customer exercises its Purchase Option. Risk of loss or damage to the Products passes to Customer upon delivery. Customer will insure the Products against loss or damage and the policy will name Xerox as Loss Payee.

- c. FINANCE LEASE. A STANDARD LEASE IA IS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.
- d. MAINTENANCE COMPONENT PRICE INCREASE. Except as otherwise provided in a Standard Lease IA, Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For State and Local Government Customers, this adjustment will take place at the commencement of each of Customer's annual contract cycles.
- e. REMEDIES. If Customer defaults under the Agreement or a Standard Lease IA, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at Customer's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the initial Term of the Standard Lease IA, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If Customer notifies Xerox and makes the Equipment available for removal by Xerox in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default, upon recovery of the Equipment Customer will receive a credit for the fair market value of the Equipment (as determined by Xerox), less any costs incurred by Xerox.

END OF ARTICLE

ARTICLE II
MAJOR ACCOUNT LEASE TERMS AND CONDITIONS

Customer's acquisition of Equipment by Major Account Lease is governed by the terms and conditions of the Agreement and this Article.

1. **PRICING.** The Minimum Payment and Print Charges will not increase during the initial Term of a Major Account Lease IA.
2. **TERM.** The initial Term for any Major Account Lease IA will be the number of full calendar months stated in such IA. The Minimum Payment for any partial month following the Installation Date will be billed on a pro rata basis, based on a 30-day month.
3. **TITLE AND RISK.** Title to the Equipment remains with Xerox until Customer exercises its Purchase Option. Risk of loss or damage to the Products passes to Customer upon delivery. Customer will insure the Products against loss or damage and the policy will name Xerox as Loss Payee.
4. **PROTECTION OF XEROX'S RIGHTS.** Customer authorizes Xerox or its agent to file financing statements necessary to protect Xerox's rights as lessor of the Equipment. Until Customer has paid in full pursuant to the Purchase Option under a Major Account Lease IA, Equipment will remain personal property and Customer will not: (a) attach it as a fixture to any real estate; (b) pledge, sub-lease or part with possession of it; (c) file or permit to be filed any lien against it; or (d) make any permanent alterations to it. Customer will promptly notify Xerox if Customer relocates its principal place of business or changes the name of its business.
5. **REMEDIES.** If Customer defaults under the Agreement or any Major Account Lease IA, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at Customer's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the initial Term of the Major Account Lease IA, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If Customer notifies Xerox and makes the Equipment available for removal by Xerox in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default, Customer, upon recovery of the Equipment by Xerox, will receive a credit for the fair market value of the Equipment (as determined by Xerox), less any costs incurred by Xerox.
6. **FINANCE LEASE.** A MAJOR ACCOUNT LEASE IA IS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

END OF ARTICLE

ARTICLE II
MAJOR ACCOUNT LEASE AND PURCHASE TERMS AND CONDITIONS

Customer's acquisition of Equipment by Major Account Lease IA or Major Account Purchase IA is governed by the terms and conditions of the Agreement and this Article.

1. **PRICING.** The Minimum Payment and Print Charges will not increase during the initial Term of a Major Account Lease IA.
2. **PROTECTION OF XEROX'S RIGHTS.** Customer authorizes Xerox or its agent to file financing statements necessary to protect Xerox's rights as lessor of Equipment under a Major Account Lease IA or Xerox's purchase money, security interest in Equipment under a Major Account Purchase IA. Until Customer has paid in full under a Major Account Purchase IA or pursuant to the Purchase Option under a Major Account Lease IA, Equipment will remain personal property and Customer will not: (a) attach it as a fixture to any real estate; (b) pledge, sub-lease or part with possession of it; (c) file or permit to be filed any lien against it; or (d) make any permanent alterations to it. Customer will promptly notify Xerox if Customer relocates its principal place of business or changes the name of its business.
3. **MAJOR ACCOUNT LEASE.** The following additional terms and conditions apply to a Major Account Lease IA:
 - a. **TERM.** The initial Term for any Major Account Lease IA will be the number of full calendar months stated in such IA. The Minimum Payment for any partial month following the Installation Date will be billed on a pro rata basis, based on a 30-day month.
 - b. **TITLE AND RISK.** Title to the Equipment remains with Xerox until Customer exercises its Purchase Option. Risk of loss or damage to the Products passes to Customer upon delivery. Customer will insure the Products against loss or damage and the policy will name Xerox as Loss Payee.
 - c. **REMEDIES.** If Customer defaults under the Agreement or any Major Account Lease IA, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at Customer's expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the initial Term of the Major Account Lease IA, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If Customer notifies Xerox and makes the Equipment available for removal by Xerox in the same condition as when delivered (reasonable wear and tear excepted) within 30 days after notice of default, Customer, upon recovery of the Equipment by Xerox, will receive a credit for the fair market value of the Equipment (as determined by Xerox), less any costs incurred by Xerox.
 - d. **FINANCE LEASE.** A MAJOR ACCOUNT LEASE IA IS A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND, EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.
4. **MAJOR ACCOUNT PURCHASE.** The following additional terms and conditions apply to a Major Account Purchase IA:
 - a. **TITLE AND RISK.** Title to the Equipment passes to Customer upon delivery. Risk of loss or damage to the Products passes to Customer upon delivery.
 - b. **REMEDIES.** If Customer defaults under the Agreement or a Major Account Purchase IA, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due (including all applicable Taxes), plus interest on all amounts due from the due date until paid at the rate of 1.5% per month.

- c. MAINTENANCE SERVICES. Customer must acquire Maintenance Services for Equipment acquired under a Major Account Purchase IA under a Maintenance IA.

END OF ARTICLE

ARTICLE III
RENTAL TERMS AND CONDITIONS

Customer's acquisition of Equipment by Rental IA is governed by the terms and conditions of the Agreement and this Article.

1. **PRICING.** Pricing will not increase during the initial Term of the Rental IA.
2. **TITLE AND RISK.** Title to the Equipment remains with Xerox. Risk of loss or damage to the Products passes to Customer upon delivery. Customer will insure the Products against loss or damage and the policy will name Xerox as Loss Payee.
3. **REMEDIES.** If Customer defaults under the Agreement or any Rental IA, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of one and one-half percent (1.5%) per month; (b) Early Termination Charges ("ETCs") equal to all remaining Minimum Payments, not to exceed six (6) months; and (c) all applicable Taxes. Customer will make the Equipment available for removal when requested to do so and, at the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).
4. **WAIVER.** EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
5. **EXPIRATION OF TERM.** Unless Customer has purchased the Equipment, Customer will make the Equipment and Base Software available for removal at the expiration of the Rental IA in the same condition as when delivered (reasonable wear and tear excepted).
6. **EARLY TERMINATION.** Customer may, upon 30-days' notice, terminate individual units of Equipment under a Rental IA, provided the unit of Equipment has been installed for a minimum of 90 days, without assessment of ETC's, by paying all amounts then due, plus interest from the due date until paid at the rate of one and one-half percent (1.5%) per month. ETCs will also not be charged if Customer purchases or finances the Equipment through Xerox, upgrades the Equipment with another Xerox product, or terminates only the accessories under a Rental IA.

END OF ARTICLE

ARTICLE IV
MAINTENANCE TERMS AND CONDITIONS

Customer's acquisition of Maintenance Services by a Maintenance IA or under a Lease or Rental IA is governed by the terms and conditions of the Agreement and this Article.

1. **MAINTENANCE TERM.** The initial Term of a Maintenance IA will commence: (a) for newly installed Equipment, on the Installation Date; (b) for all other Equipment, on the date Xerox accepts the Maintenance IA. The initial Term of a Maintenance IA will expire on the last day of the final calendar month of the initial Term, unless Customer chooses to renew the Maintenance IA for an equivalent term.
2. **INDIVIDUAL AGREEMENT PRICING.** Except as otherwise provided in a Maintenance IA, Xerox may annually increase the Minimum Payment and Print Charges under a Maintenance IA upon 30 days' notice.
3. **REMEDIES.** If Customer defaults under this Agreement or a Maintenance IA, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (b) the lesser of (i) the remaining Minimum Payments in the initial term of the Maintenance IA, or (ii) six (6) such payments for one year agreements or twelve (12) such payments for multi-year agreements; and, (c) all applicable Taxes.
4. **RELOCATION.** If notified by Customer, Xerox will continue to provide Maintenance Services on Equipment relocated by Customer, provided that such relocation is to an area where Xerox offers Maintenance Services for the affected Equipment.

END OF ARTICLE

ARTICLE V

MAJOR ACCOUNT MAINTENANCE TERMS AND CONDITIONS

Customer's acquisition of Maintenance Services by a Major Account Maintenance IA or under a Lease or Rental IA is governed by the terms and conditions of the Agreement and this Article.

1. **PRICING.** The Minimum Payment and Print Charges will not increase during the initial XX-months of a Major Account Maintenance IA.
2. **REMEDIES.** If Customer defaults under the Agreement or any Major Account Maintenance IA, Xerox may, in addition to its other remedies (including the cessation of Maintenance Services), require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the lesser of the remaining Minimum Payments in the initial Term of the Major Account Maintenance IA, or 4 such payments; and (c) all applicable Taxes..
3. **RENEWAL.** Xerox will notify Customer at least 30-days prior to the expiration of the then-current term of each Major Account Maintenance IA and, unless notice of cancellation is received from Customer (or provided to Customer by Xerox) prior to expiration of the then-current term, the Major Account Maintenance IA will automatically renew for a term of the same number of months as the initial Term.
4. **RELOCATION.** If notified by Customer, Xerox will continue to provide Maintenance Services on Equipment relocated by Customer, provided that such relocation is to an area where Xerox offers Maintenance Services for the affected Equipment.

END OF ARTICLE

Appendices

Doc #1: Clean Air & Water

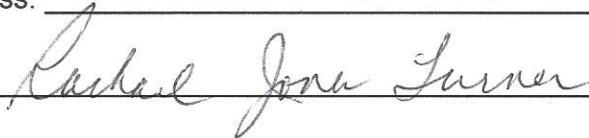
Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Xerox Corporation

Title of Authorized Representative: SLED Cooperative Contract Manager

Mailing Address: 201 Merritt 7, Norwalk, CT 06851

Signature: 

Doc #2: Debarment Notice

DOC #2

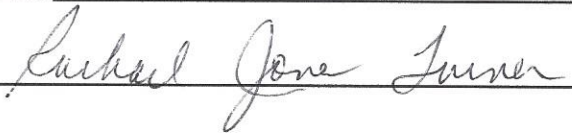
Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Xerox Corporation

Title of Authorized Representative: SLED Cooperative Contracts Manager

Mailing Address: 201 Merritt 7, Norwalk, CT 06851

Signature: 

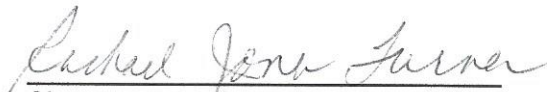
Doc #3: Lobbying Certification

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.


Signature of Offeror


Date

Doc #4: Contractors Requirements

CONTRACTOR CERTIFICATION REQUIREMENTS**Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks


If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.


Signature of Offeror

7/13/17
Date

Doc #5: Antitrust Certification
Statements

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor Xerox Corporation

Address 201 Merritt 7

Norwalk, CT 06851

Phone 310-258-6266

Fax 717-777-6641

Offeror

Rachael Jones Turner
Signature

Rachael Jones Turner

Printed Name

SLED Cooperative Contracts Manager

Position with Company

Authorizing Official

Rachael Jones Turner
Signature

Rachael Jones Turner

Printed Name

SLED Cooperative Contracts Manager

Position with Company

Doc #6: Implementation HB 1295
 (Certificate of Interested
 Parties)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-229503

Date Filed:
06/27/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Xerox Corporation
Norwalk, CT United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Education Agency, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Region 4 Solicitation 17-14
Managed Print Services


4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

SEE ATTACHED JURAT

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Los Angeles

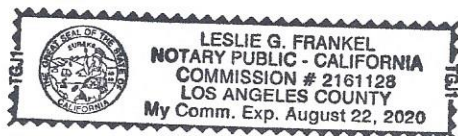
Subscribed and sworn to (or affirmed) before me
 on this 6th day of July, 2017,
 by Date Month Year

(1) Rachael Jones Turner

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature Leslie G. Frankel
 Signature of Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Certificate of

Title or Type of Document: Interested Parties Document Date: July 6, 2017

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Doc #7: EDGAR Certifications

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to ~~immediately~~ terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Prior to exercising this termination right, REGION 4 EDUCATION SERVICE CENTER must provide Vendor with written notice of the breach or default and provide a minimum of thirty (30) days from receipt of such notice as an opportunity for the Vendor to cure, and the Vendor must fail to cure during this period. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date, as well as any associated early termination charges that apply to such termination for convenience, if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. In the event of a termination for cause or convenience, all affected equipment that is titled to the Vendor will be promptly returned to the Vendor, with such equipment being in good condition, reasonable wear and tear excepted. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES RG Initials of Authorized Representative of Vendor

As revised herein in accordance with existing contracts R5245 and R150302, and as noted in the Xerox Clarifications to Terms & Conditions document that is included in the Proposal and incorporated by reference herein.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet

the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES RGT Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non -Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES RGT Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES RGT Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F)

above.

Does Vendor agree? YES

RAT

Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non - Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES RA Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES RA Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES RA Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES

Rgt

Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act

(42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES RJT Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES RJT Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES RJT Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES RJT Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Xerox Corporation

Address, City, State, and Zip Code: 201 Merritt, Norwalk, CT 06851-1656

Phone Number: 310-258-6266

Fax Number:

Printed Name and Title of Authorized Representative: RACHAEL JONES TURNER, SLED Cooperative Contracts ASL

Email Address: Rachael.Jones@Xerox.com

Signature of Authorized Representative: Rachael Jones Turner Date: 7/12/17

Doc #8: Ownership Disclosure Form

OWNERSHIP DISCLOSURE FORM

(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Xerox Corporation

Street: 201 Merritt 7, Norwalk, CT 06851

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Douglas H. Marshall, an authorized representative of Xerox Corporation, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

June 12, 2017

Date



Authorized Signature and Title

Douglas H. Marshall
Assistant Secretary

Doc #9: Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

Company Name: Xerox Corporation
 Street: 201 Merritt 7
 City, State, Zip Code: Norwalk, CT 06851

State of New Jersey

County of Middlesex

T. Thomas R. Meerie of the Woodbridge
 Name City

in the County of Middlesex, State of New Jersey
 of full age, being duly sworn according to law on my oath depose and say that:

I am the General Manager of the firm of XEROX Corporation
 Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Region 4 ESC relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

XEROX Corporation
 Company Name

Thomas R. Meerie AGM
 Authorized Signature & Title

Subscribed and sworn before me

this 22 day of June, 2017Taylor R. HairNotary Public of PennsylvaniaMy commission expires June 14, 2020

SEAL

state of Pennsylvania
 County of Cumberland

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Taylor R. Hair, Notary Public
 Carlisle Boro. Cumberland County
 My Commission Expires June 14, 2020

MEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES

Doc #10: Affirmative Action Affidavit

AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: Xerox Corporation
 Street: 201 Merritt 7
 City, State, Zip Code: Norwalk, CT 06851


Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- | | |
|--|---|
| 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____ |
| OR | |
| 2. A photo copy of their <u>Certificate of Employee Information Report</u> | _____  |
| OR | |
| 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u> | _____ |

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/13/17
Date


Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

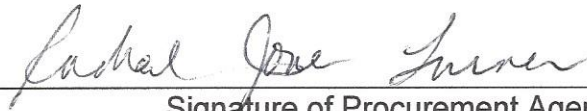
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in cursive script, reading "Rachael Jane Turner", is written over a horizontal line.

Signature of Procurement Agent

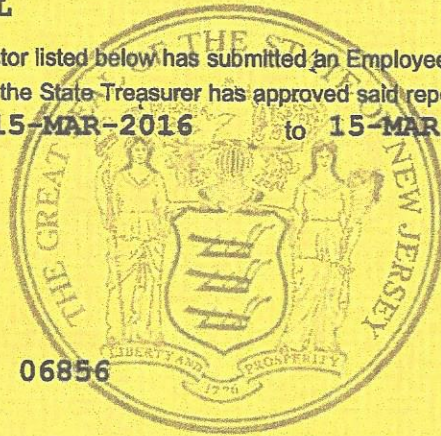
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2016** to **15-MAR-2019**

**XEROX CORPORATION
45 GLOVER AVENUE
NORWALK**

CT 06856



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

Doc #11: Political Contribution
Disclosure Form

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Xerox Corporation		
Address:	201 Merritt 7		
City:	Norwalk	State: CT	Zip: 06851

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Rachael Jane Turner
Signature

Rachael Jones Turner
Printed Name

SLD Cooperative
Title Contract
Manager

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

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**List of Agencies with Elected Officials Required for Political Contribution
Disclosure**

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

Doc #12: Stockholder Disclosure
Certification

DOC #12

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

- ☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR
- ☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship
- ☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 12th day of

June, 2017

(Notary Public)

My Commission expires:

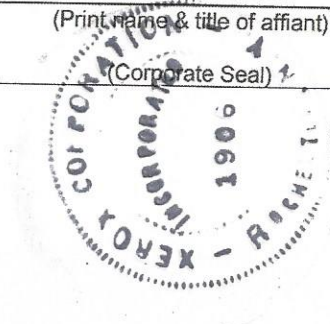
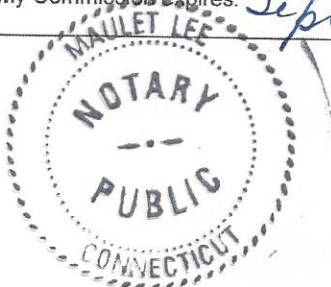
Maulet Lee
September 30, 2019

Douglas H. Marshall
(Affiant)

(Print name & title of affiant)

(Corporate Seal)

Douglas H. Marshall
Assistant Secretary



Xerox Attachments

Attachment A – Xerox Locations

Xerox Locations

Xerox Office or Xerox Sales Agents	Address1	Address2	City	State	Zip	Telephone
THE COMPETITIVE EDGE	1731 RALPH'S WAY, #1		JUNEAU	AK	99801	9077905596
ALASKA ENTERPRISE SOLUTIONS, INC. (FAIRBANKS)	557 E FIREWEED LANE SUITE A	915 30TH AVENUE, STE 105, FAIRBANKS, AK, 99701	ANCHORAGE	AK	99503	9075615100
OFFICE TECH	3709 SPENARD ROAD SUITE 200		ANCHORAGE	AK	99503	9075225850
ALASKA ENTERPRISE SOLUTIONS, INC. XEROX CORPORATION	557 E FIREWEED LN, SUITE A 4341 B STREET, SUITE 200		ANCHORAGE ANCHORAGE	AK AK	99503 99503	9075615100 (907) 561-8200
ALABAMA OFFICE SUPPLY	PO BOX 467	201 S 8TH STREET, OPELIKA, AL, 36801	OPELIKA	AL	36801	3347493456
COLONY OFFICE PRODUCTS	121 EAST WASHINGTON STREET		DEMOPOLIS	AL	36732	3342894049
TODD & TODD AND ASSOCIATES, LLC	1006 CAPTAIN O'NEAL DRIVE		DAPHNE	AL	36526	2515105932
KYLE OFFICE SUPPLY	1020 21ST AVENUE		TUSCALOOSA	AL	35401	2053455573
ELITE BUSINESS SYSTEMS, LLC	P.O. BOX 737	211 BROAD STREET, GADSDEN, AL, 35901	GADSDEN	AL	35901	2565475511
ADVANCED OFFICE SOLUTIONS, LLC	4124 KESTIVEN DRIVE	4000 EAGLE POINT CORPORATE DR, BIRMINGHAM, AL, 35242	BIRMINGHAM	AL	35242	2052349761
SOUTHERN OFFICE EQUIPMENT, LLC	1006 CAPTAIN O'NEAL DRIVE		DAPHNE	AL	36526	2057046976
XEROX CORPORATION	1(000) URBAN CENTER DRIVE, SUITE 600		BIRMINGHAM	AL	35242	(205) 970-4600
TOTAL DOCUMENT SOLUTIONS, INC.	2515 NORTH SHILOH DRIVE		FAYETTEVILLE	AR	72704	4795750770
DIXIE DIGITAL IMAGING, INC.	1401 COMMERCE COURT		FORT SMITH	AR	72908	4797836600
TOTAL DOCUMENT SOLUTIONS, INC.- JOPLIN	2515 NORTH SHILOH DRIVE	1122 ILLINOIS AVENUE, STE 107, JOPLIN, MO, 64801	FAYETTEVILLE	AR	72704	4795750770
XEROX CORPORATION	10801 EXECUTIVE CENTER DRIVE, SHANNON BLDG., SUITE 100		LITTLE ROCK	AR	72201	(501) 221-6600
COMPREHENSIVE MICROSYSTEMS, INC.	PO BOX 86	516 FIFTH STREET, SAFFORD, AZ, 85548	SAFFORD	AZ	85548	9284287225
COPIER SOURCE I	2587 KIOWA BLVD NORTH, SUITE 100		LAKE HAVASU CITY	AZ	86403	9286800770
XEROGRAPHICS OF FLAGSTAFF, INC.	1813 N. MAIN STREET		FLAGSTAFF	AZ	86004	9287745828
PREMIER BUSINESS TECHNOLOGY	11463 S HUMMINGBIRD LANE		YUMA	AZ	85365	9283410443
COMPREHENSIVE MICROSYSTEMS, INC. (II)	PO BOX 86	516 FIFTH STREET, SAFFORD, AZ, 85548	SAFFORD	AZ	85548	9284287225
SMART DOCUMENT SOLUTIONS	1813 N. MAIN STREET	4045 E. UNION HILLS DR STE. 106A, PHOENIX, AZ, 85050	FLAGSTAFF	AZ	86004	6027880250
XEROX CORPORATION	2700 NORTH CENTRAL AVENUE, SUITE 500		PHOENIX	AZ	85004	(602) 264-4971
ADVANCED XEROGRAPHICS	307 S. MAIN STREET		UKIAH	CA	95482	7074625339
SIERRA OFFICE SOLUTIONS	PO BOX 1562	462 CHURCH STREET, BISHOP, CA, 93514	BISHOP	CA	93514	7608721881
DOCUMENT CONSULTING SERVICES	840 APOLLO STREET, SUITE 220		EL SEGUNDO	CA	90245	3105631771
IMAGE SOURCE IV	650 EAST HOSPITALITY LANE, STE 540	17072 SILICA RD STE 102, VICTORVILLE, CA, 92395	SAN BERNARDINO	CA	92408	7602418044
IMAGE SOURCE	650 EAST HOSPITALITY LANE, STE 500	36943 COOK STREET, BLDG 8, STE 103, PALM DESERT, CA, 92211	SAN BERNARDINO	CA	92408	7603456889
COPY SOLUTIONS, INC.	901 CORPORATE CENTER DRIVE SUITE 580		MONTEREY PARK	CA	91754	3233070900
EXCEL OFFICE SERVICES	12031 JEFFERSON BLVD		CULVER CITY	CA	90232	3108395444
IMAGE SOURCE - METRO	650 EAST HOSPITALITY LANE, STE 540		SAN BERNARDINO	CA	92408	9098904040
IMAGE SOURCE - TEMECULA	650 EAST HOSPITALITY LANE, STE 540	TWO BETTERWORLD CIRLCE, SUITE 200B, TEMECULA, CA, 92590	SAN BERNARDINO	CA	92408	9512962150
CONVERGING TECHNOLOGIES - SANTA ROSA	800 MENDOCINO AVENUE, STE 1		SANTA ROSA	CA	95401	7075226317
Q DOCUMENT SOLUTIONS	444 W. OCEAN BLVD., SUITE 1100		LONG BEACH	CA	90802	5624352769
IMAGE SOURCE (LA)	650 EAST HOSPITALITY LANE, STE 540	5670 WILSHIRE SUITE 720, LOS ANGELES, CA, 90036	SAN BERNARDINO	CA	92408	3239303984
INTELLIGENT DOCUMENT SOLUTIONS	830 21ST STREET		BAKERSFIELD	CA	93301	6613210010
DOCUMENT CONSULTING SERVICES II	14546 HAMLIN STREET SUITE 100		VAN NUYS	CA	91411	3105631771
COPY SOLUTIONS, INC. (WEST)	901 CORPORATE CENTER DRIVE SUITE 580		MONTEREY PARK	CA	91754	3233070900
IMAGE SOURCE - ORANGE COUNTY	650 EAST HOSPITALITY LANE, STE 540	555 ANTON BLVD, SUITE 120, COSTA MESA, CA, 92626	SAN BERNARDINO	CA	92408	7144607776
IMAGE SOURCE - ORANGE COUNTY II	650 EAST HOSPITALITY LANE, STE 540	555 ANTON BLVD, SUITE 120, COSTA MESA, CA, 92626	SAN BERNARDINO	CA	92408	7144607776
IMAGE SOURCE (SAN DIEGO)	650 EAST HOSPITALITY LANE, STE 540	9635 GRANITE RIDGE DR, SUITE 150, SAN DIEGO, CA, 92123	SAN BERNARDINO	CA	92408	9098904040
AZX BUSINESS SERVICES	900 E. HAMILTON AVE.		CAMPBELL	CA	95008	4086802229
IMAGE SOURCE (SACRAMENTO)	650 EAST HOSPITALITY LANE, STE 540	1750 CREEKSIDE OAKS DR STE 215, SACRAMENTO, CA, 95833	SAN BERNARDINO	CA	92408	9166690797
IMAGE SOURCE (OAKLAND)	650 EAST HOSPITALITY LANE, STE 500	1101 MARINA VILLAGE PKWY, STE 201, ALAMEDA, CA, 94501	SAN BERNARDINO	CA	92408	5109372011

Xerox Locations

Xerox Office or Xerox Sales Agents	Address1	Address2	City	State	Zip	Telephone
IMAGE SOURCE (STOCKTON)	650 EAST HOSPITALITY LANE, STE 540	777 N. PERSHING AVE., SUITE 18, STOCKTON, CA, 95203	SAN BERNARDINO	CA	92408	2097530280
IMAGE SOURCE (WOODLAND HILLS)	650 EAST HOSPITALITY LANE, STE 540	21600 OXNARD STREET #260, WOODLAND HILLS, CA, 91367	SAN BERNARDINO	CA	92408	8186290570
IMAGE SOURCE (MONT)	650 EAST HOSPITALITY LANE, STE 500	9825 BLUE LARKSPUR LANE, MONTEREY, CA, 93940	SAN BERNARDINO	CA	92408	9098904040
IMAGE SOURCE (FNO)	650 EAST HOSPITALITY LANE, STE 500	8050 N. PALM AVE. STE 322/348, FRESNO, CA, 93711	SAN BERNARDINO	CA	92408	8316656362
IMAGE SOURCE (SAN FRANCISCO)	650 EAST HOSPITALITY LANE, STE 500	1101 MARINA VILLAGE PARKWAY, STE 201, ALAMEDA, CA, 94501	SAN BERNARDINO	CA	92408	9098904040
XEROX CORPORATION	1300 EAST SHAW AVENUE, SUITE 101		FRESNO	CA	93710	(209) 244-4890
XEROX CORPORATION	700 SOUTH FLOWER STREET, SUITE 700		LOS ANGELES	CA	90017	(310) 627-4300
XEROX CORPORATION	475 14TH STREET, 12TH FLOOR		OAKLAND	CA	94612	(510) 433-3200
XEROX CORPORATION	2485 NATOMAS PARK		SACRAMENTO	CA	95833	(916) 561-2644
XEROX CORPORATION	404 CAMINO DEL RIO SOUTH, 6TH FLOOR		SAN DIEGO	CA	92108	(619) 574-1000
XEROX CORPORATION	201 SPEAR STREET, 13TH FLOOR		SAN FRANCISCO	CA	94105	(415) 227-1700
XEROX CORPORATION	2665 NORTH FIRST STREET, SUITE 200		SAN JOSE	CA	95134	(408) 953-2700
XEROX CORPORATION	1851 EAST FIRST STREET, SUITE 300		SANTA ANA	CA	92705	(714) 565-1100
XEROX CORPORATION	3916 STATE STREET		SANTA BARBARA	CA	93105	(805) 682-2585
XEROX CORPORATION	1010 SOUTH PIONEER BLVD., SUITE 200		SANTA FE SPRINGS	CA	90670	(310) 906-6700
XEROX CORPORATION	1600 SOUTH MAIN STREET, SUITE 190		WALNUT CREEK	CA	94596	(510) 460-4161
XEROX CORPORATION	5901 DE SOTA AVENUE		WOODLAND HILLS	CA	91367	(818) 702-8160
X WEST INC.	12136 W. BAYAUD AVE., STE 125		LAKEWOOD	CO	80228	3039806700
DOCUMENT SERVICES	1048 INDEPENDENT AVE., SUITE A107		GRAND JUNCTION	CO	81505	9702561005
IMPRESSIONS OF ASPEN, INC.	P.O. BOX 295	2933 GRAND AVENUE, GLENWOOD SPRINGS, CO, 81601	CARBONDALE	CO	81623	9707041734
HIGH COUNTRY COPIERS, INC.	4114 TIMBERLINE ROAD		FORT COLLINS	CO	80525	9702046927
PROFESSIONAL DOCUMENT SOLUTIONS (PDS)	4114 TIMBERLINE ROAD		FORT COLLINS	CO	80525	9702046927
ALPINE OFFICE SYSTEMS, INC.	PO BOX 47	117 PAR PLACE, SUITE B, MONTROSE, CO, 81401	MONTROSE	CO	81402	9702373323
PDS DENVER TECH CENTER	4114 TIMBERLINE ROAD	7350 E. PROGRESS PLACE SUITE 108, GREENWOOD VILLAGE, CO, 80111	FORT COLLINS	CO	80525	9702046927
PREFERRED DOCUMENT SOLUTIONS, LLC	101 N. TEJON, SUITE 108		COLORADO SPRINGS	CO	80903	7196341134
XEROX CORPORATION	4600 SOUTH ULSTER STREET, SUITE 1000		DENVER	CO	80237	(970) 565-6113
ADVANTAGE BUSINESS SYSTEMS, INC.	30 HAZEL TERRACE, SUITE J		WOODBIDGE	CT	06525	2037770011
XEROX CORPORATION	25 SIGOURNEY STREET, 18TH FLOOR		HARTFORD	CT	6106	(203) 278-9810
XEROX CORPORATION	1301 K STREET, NW, WEST TOWER		WASHINGTON	DC	20005	(202) 962-7800
XEROX CORPORATION	200 BELLEVUE PKWY., BELLEVUE PARK CORP. CTR, STE 300		WILMINGTON	DE	19809	(302) 792-5100
AMERICAN BUSINESS CENTER MPS, INC.	PO BOX 20128	103 AMAR PLACE STE 103, PANAMA CITY, FL, 32413	PANAMA CITY	FL	32417	8507638997
D-TECH NORTH, LLC	5300 S. FLORIDA AVE., SUITE 5		LAKELAND	FL	33813	5615735005
BUDDE'S OFFICE SUPPLY	3210 FLAGLER AVENUE		KEY WEST	FL	33040	3052966201
OFFICE AUTOMATION	625 NW 60TH STREET SUITE B		GAINESVILLE	FL	32607	3523318777
PRECISION OFFICE SYSTEMS	12091 PALMETTO WAY		DUNNELLON	FL	34432	3528678500
AMERICAN BUSINESS CENTER MPS INC. (II)	PO BOX 20128	144 MARY ESTHER BOULEVARD - SUITE 4, MARY ESTHER, FL, 32569	PANAMA CITY	FL	32417	8502581080
WATTLES OFFICE SUPPLY	110 S. SECOND ST.		PALATKA	FL	32177	3863254323
TALLAHASSEE TECHNOLOGY GROUP, INC.	1949 RAYMOND DIEHL ROAD STE B		TALLAHASSEE	FL	32308	8503851772
BIZTECH COPIERS, INC.	28423 SW 130th PL	7875 NW 12th STREET, SUITE 101, DORAL, FL, 33126	HOMESTEAD	FL	33030	3059678011
AMBIZ SOLUTIONS, INC.	PO BOX 20128	1904 SUMMIT PLACE, BIRMINGHAM, AL, 35243	PANAMA CITY	FL	32417	2512720508
MARCOTEK DIGITAL OFFICE SOLUTIONS	2744 SW MAIN BLVD. S-101		LAKE CITY	FL	32025	3867557969
SARASOTA OFFICE SOLUTIONS, LLC	3449 TECHNOLOGY DRIVE STE 109		NORTH VENICE	FL	34275	9414844767
TALLAHASSEE TECHNOLOGY GROUP, INC. (COLUMBUS)	1949 RAYMOND DIEHL ROAD STE B	2920 MACON ROAD, COLUMBUS, GA, 31906	TALLAHASSEE	FL	32308	8505243323
D-TECH BUSINESS SOLUTIONS, LLC	4731 W ATLANTIC AVENUE, SUITE B- 19		DELRAY BEACH	FL	33445	5615735005
NAPLES OFFICE SOLUTIONS, LLC	3449 TECHNOLOGY DRIVE STE 109	13723 JETPORT COMMERCE PKWY, SUITE 13, FORT MYERS, FL, 33913	NORTH VENICE	FL	34275	2395296074
AMERICAN BUSINESS CENTER, INC.	PO BOX 20128	1105 10TH AVENUE, ALBANY, GA, 31701	PANAMA CITY	FL	32417	2293763204

Xerox Locations

Xerox Office or Xerox Sales Agents	Address1	Address2	City	State	Zip	Telephone
TINLOF TECHNOLOGIES, INC.	7951 RIVIERA BLVD., SUITE 402		MIRAMAR	FL	33023	3058189713
SARASOTA OFF SOL (ORLANDO)	3449 TECHNOLOGY DRIVE STE 109	155 CRANES ROOST BLVD., SUITE 2090, ALTAMONTE SPRINGS, FL, 32701	NORTH VENICE	FL	34275	4076368500
XEROX CORPORATION	4655 SALISBURY ROAD, SUITE 395		JACKSONVILLE	FL	32256	(904) 281-2000
XEROX CORPORATION	15150 NORTHWEST 76TH COURT		MIAMI LAKES	FL	33016	(305) 818-4500
XEROX CORPORATION	225 EAST ROBINSON, SUITE 145		ORLANDO	FL	32801	(407) 418-5600
COPIERS ETC.	148 SOUTH DOROUGH ROAD		CORDELE	GA	31015	2292760368
MARCOTEK DIGITAL OFFICE SOLUTIONS II	100 NORTH PATTERSON STREET		VALDOSTA	GA	31601	3867557969
APPLIED DOCUMENT SOLUTIONS, INC.	2419 RETREAT CLOSE		MARIETTA	GA	30066	6786270404
REPRO PRODUCTS MFD, LLC (NORTH)	4485 S ATLANTA RD		SMYRNA	GA	30080	7704343050
REPRO PRODUCTS MFD, LLC (EAST)	4485 S ATLANTA RD		SMYRNA	GA	30080	7704343050
REPRO PRODUCTS MFD, LLC (SOUTH)	4485 S ATLANTA RD		SMYRNA	GA	30080	7704343050
MCGARITY'S BUSINESS PRODUCTS	870 GROVE STREET		GAINSVILLE	GA	30501	7705369852
XEROX CORPORATION	ONE CONCOURSE PKWY., SUITE 800		ATLANTA	GA	30328	(770) 295-2000
XEROX CORPORATION	3633 WHEELER ROAD, SUITE 150		AUGUSTA	GA	30909	(770) 724-6551
XEROX CORPORATION	137 MURRAY BLVD.		AGANA	GU	96910	(671) 477-9016
XEROX CORPORATION	841 BISHOP STREET, SUITE 1100		HONOLULU	HI	96813	(808) 521-9536
DIGITAL OFFICE SOLUTIONS, INC.	311 3RD AVE, SE		CEDAR RAPIDS	IA	52401	3193659615
DIGITAL RESOURCE PARTNERS, INC.	1979 FRANKLIN AVE.		MT. PLEASANT	IA	52641	3192192075
SUPERIOR PRINT SOLUTIONS, INC.	202 1st STREET SE, STE 103		MASON CITY	IA	50401	6414248102
XEROX CORPORATION	425 SECOND STREET SE, SUITE 910		CEDAR RAPIDS	IA	52043	(515) 856-8000
	4500 NORTH BRADY STREET, SUITE 106		DAVENPORT	IA	52806	(319) 445-1404
XEROX CORPORATION	802 WEST BANNOCK STREET, SUITE 700		BOISE	ID	83702	(208) 344-9000
ADVANCED DIGITAL SOLUTIONS, INC	1512 BROADWAY AVENUE		MATTOON	IL	61938	2172351616
HEARTLAND DIGITAL IMAGING INC.	6004 WILLOW SPRINGS		MARION	IL	62959	6189251182
ASTRATECH, INC.	81 EAST GROVE STREET		GALESBURG	IL	61401	3093680270
ADVANCED DIGITAL SOLUTIONS, INC II	1512 BROADWAY AVENUE		MATTOON	IL	61938	2172351616
BLACK DOG SOLUTIONS	2305 ENTERPRISE DRIVE		WESTCHESTER	IL	60154	7085624400
BLACK DOG SOLUTIONS (II)	2305 ENTERPRISE DRIVE		WESTCHESTER	IL	60154	7085624400
BLACK DOG SOLUTIONS (III)	2305 ENTERPRISE DRIVE		WESTCHESTER	IL	60154	7085624400
XEROX CORPORATION	1700 - 167TH STREET		CALUMET CITY	IL	60409	(708) 891-5800
	125 SOUTH WACKER DRIVE, 23RD FLOOR		CHICAGO	IL	60606	(312) 683-2500
XEROX CORPORATION	2301 WEST 22ND STREET, SUITE 300		OAK BROOK	IL	60521	(630) 573-0200
XEROX CORPORATION	1935 SOUTH ALPINE ROAD		ROCKFORD	IL	61108	(815) 226-9180
XEROX CORPORATION	3180 ADLOFF LANE, 2ND FLOOR		SPRINGFIELD	IL	62703	(217) 529-0251
COPIERS PLUS	218 NORTH MAIN, SUITE 1		MONTICELLO	IN	47960	5745834092
BUSINESS IMPRESSIONS	PO BOX 959	509 S. MAIN ST., AUBURN, IN, 46706	AUBURN	IN	46706	2609251245
XEROGRAPHIC BUSINESS SYSTEMS OF EVANSVILLE	2340 WASHINGTON AVE		EVANSVILLE	IN	47714	8124637722
INDIANA BUSINESS SOLUTIONS	8227 NORTHWEST BLVD., #200		INDIANAPOLIS	IN	46278	3174719735
XEROGRAPHIC BUSINESS SYSTEMS OF VINCENNES	2340 WASHINGTON AVE	516 VIGO ST, VINCENNES, IN, 47591	EVANSVILLE	IN	47714	8124637722
		3221 FREDERICA ST., STE C, OWENSBORO, KY, 42301	EVANSVILLE	IN	47714	2708525272
XEROGRAPHIC BUSINESS SYSTEMS	2340 WASHINGTON AVE		EVANSVILLE	IN	47714	2708525272
BUSINESS IMPRESSIONS OF MICHIGAN	PO BOX 959	160 DIVISION ST. STE D, COLDWATER, MI, 49036	AUBURN	IN	46706	5172798698
INDIANA BUSINESS SOLUTIONS LLC (SOUTH)	8227 NORTHWEST BLVD., #200		INDIANAPOLIS	IN	46278	3174719735
XEROX CORPORATION	255 SOUTH GARVIN STREET, SUITE E		EVANSVILLE	IN	47713	(812) 425-6132
XEROX CORPORATION	9100 KEYSTONE CROSSING, SUITE 500		INDIANAPOLIS	IN	46240	(317) 815-4100
PROCOPY	223 S. FOURTH ST.		MANHATTAN	KS	66502	7855395454
		612 S WOODBINE ROAD, ST. JOSEPH, MO, 64507	KANSAS CITY	KS	66109	8166468551
MIDWEST DATA SYSTEMS, INC.	10124 HUTTON ROAD		KANSAS CITY	KS	66210	(913) 661-1200
XEROX CORPORATION	7501 COLLEGE BLVD.		TOPEKA	KS	66609	(913) 233-5161
XEROX CORPORATION	3706 S. W. TOPEKA, SUITE 203		TOPEKA	KS	66609	(913) 233-5161
	1313 NORTH WEBB ROAD, SUITE 220		WICHITA	KS	67206	(316) 634-6200
		3202 LONE OAK RD., PADUCAH, KY, 42003	PADUCAH	KY	42003	2705542340
BUSINESS EQUIPMENT & SUPPLIES	PO BOX 7948	259 OLD FLEMINGSBURG ROAD, MOREHEAD, KY, 40351	MOREHEAD	KY	40351	6067848869
AMERICAN BUSINESS SYSTEMS, INC.	PO BOX 98		MOREHEAD	KY	40351	6067848869
XBS - ELIZABETHTOWN	790 NORTH DIXIE AVENUE, SUITE 500		ELIZABETHTOWN	KY	42701	2707374365

Xerox Locations

Xerox Office or Xerox Sales Agents	Address1	Address2	City	State	Zip	Telephone
WEST KENTUCKY XEROGRAPHICS LLC	PO BOX 124	203 EAST 18TH STREET, BENTON, KY, 42025	BENTON	KY	42025	2708535003
AMERICAN BUSINESS SYSTEMS	PO BOX 98	1084 E NEW CIRCLE RD, STE 102, LEXINGTON, KY, 40505	MOREHEAD	KY	40351	8592554420
AMERICAN BUSINESS SYSTEMS	PO BOX 98	1510 SOUTH MAIN STREET, CORBIN, KY, 40701	MOREHEAD	KY	40351	6065281041
XBS - MADISONVILLE	790 NORTH DIXIE AVENUE, SUITE 500	650 EAST CENTER STREET, MADISONVILLE, KY, 42431	ELIZABETHTOWN	KY	42701	2708213008
XBS - BOWLING GREEN	790 NORTH DIXIE AVENUE, SUITE 500	1240 US 31W BYPASS, BOWLING GREEN, KY, 42101	ELIZABETHTOWN	KY	42701	2708423444
ADVANCED DOCUMENT SOLUTIONS, INC.	819 S. FLOYD STREET		LOUISVILLE	KY	40203	5025896002
XEROX CORPORATION	2365 HARRODSBURG ROAD, SUITE B250		LEXINGTON	KY	40504	(606) 224-7100
XEROX CORPORATION	10001 LINN STATION ROAD		LOUISVILLE	KY	40223	(502) 426-7700
CENLA OFFICE SOLUTIONS	714 NORTH THIRD STREET		ALEXANDRIA	LA	71301	3184451792
POINTE COUPEE OFFICE SUPPLY, INC.	PO BOX 73	511 COURT STREET, NEW ROADS, LA, 70760	NEW ROADS	LA	70760	2257180057
AVOVELLES OFFICE SUPPLY	221 NORTH MAIN STREET		MARKSVILLE	LA	71351	3182536170
NATCHITOCHES QUICK PRINT	510 COLLEGE AVE.		NATCHITOCHES	LA	71458	3183521429
MICKEY MAYS OFFICE SOLUTIONS	600 MONROVIA DR		RUSTON	LA	71270	3182559154
SUPERIOR OFFICE PRODUCTS	533 HIGHLANDIA DRIVE, STE K		BATON ROUGE	LA	70810	2252919376
PROFESSIONAL OFFICE PRODUCTS	810 SHANKLAND AVENUE		JENNINGS	LA	70546	3378245735
SHAMROCK OFFICE SUPPLY	219 E. VEROT SCHOOL ROAD		LAFAYETTE	LA	70508	3372374588
SOUTHERN DIGITAL	400 POYDRAS ST, STE 1790		NEW ORLEANS	LA	70139	5043622126
SUPERIOR OFFICE PRODUCTS II	533 HIGHLANDIA DRIVE, STE K		BATON ROUGE	LA	70810	2252919376
SUPERIOR OFFICE PRODUCTS III	533 HIGHLANDIA DRIVE, STE K		BATON ROUGE	LA	70810	2252919376
SUPERIOR OFFICE PRODUCTS - BEAUMONT	533 HIGHLANDIA DRIVE, STE K		BATON ROUGE	LA	70810	2252919376
XEROX CORPORATION	5555 HILTON AVENUE, SUITE 600		BATON ROUGE	LA	70808	(504) 929-6700
XEROX CORPORATION	2400 VETERANS BLVD., KENNER, 3RD FLOOR		NEW ORLEANS	LA	70062	(504) 245-4200
XEROX CORPORATION	2800 YOUREE DRIVE, CELT CENTER		SHREVEPORT	LA	71104	(318) 869-2001
DOCUMENT TECHNOLOGIES, INC.	204 SECOND AVENUE 2ND FL		WALTHAM	MA	02451	7818998408
DOCUMENT TECHNOLOGIES, INC. (SOUTH SHORE)	204 SECOND AVENUE 2ND FL		WALTHAM	MA	02451	7818998408
DOCUMENT TECHNOLOGIES, INC.	204 SECOND AVENUE 2ND FL		WALTHAM	MA	02451	7818998408
CAPE COD BUSINESS SOLUTIONS, INC.	PO BOX 323	4 MERCHANT SQUARE, UNIT 6, SANDWICH, MA, 02563	SANDWICH	MA	02563	5088339769
XEROX CORPORATION	235 WYMAN STREET		WALTHAM	MA	2254	(617) 672-7500
XEROX CORPORATION	255 PARK AVENUE		WORCESTER	MA	1609	(508) 757-5418
ANNAPOLIS OFFICE PRODUCTS	8258 VETERANS HIGHWAY, SUITE 3A		MILLERSVILLE	MD	21108	4107291400
DELMARVA DOCUMENT SOLUTIONS, INC.	112 SOUTH BOULEVARD		SALISBURY	MD	21804	4105485844
SOUTHERN SOLUTIONS, LLC	2784 OLD WASHINGTON ROAD		WALDORF	MD	20601	3016325555
XEROX CORPORATION	409 WASHINGTON AVENUE		TOWSON	MD	21204	(410) 583-5000
MAINE DOCUMENT SOLUTIONS, LLC	59 SANFORD DRIVE, UNIT 1		GORHAM	ME	04038	2075107045
MAINE DOCUMENT SOLUTIONS OF CENTRAL MAINE	59 SANFORD DRIVE, UNIT 1		GORHAM	ME	04038	2075107045
XEROX CORPORATION	75 MARKET STREET		PORTLAND	ME	4101	(207) 871-7850
PENDRED OFFICE MACHINES	1233 N. MISSION		MT. PLEASANT	MI	48858	9897720935
PREFERRED OFFICE MACHINES	215 NORTH MICHIGAN		BIG RAPIDS	MI	49307	2317968080
IMAGE MAKERS INC	3588 VETERANS DRIVE, SUITE 3		TRAVERSE CITY	MI	49684	2319471588
COMPLETE OFFICE SOURCE INC.	429 CURWOOD DRIVE	2483 S LINDEN RD, FLINT, MI, 48532	OWOSSO	MI	48867	8107331913
DIGITAL COPIER SOLUTIONS LLC	43843 COLUMBIA		CLINTON TWP	MI	48038	5862863700
IMAGE MAKERS INC II	3588 VETERANS DRIVE, SUITE 3	702 CHIPPEWA SQUARE, MARQUETTE, MI, 49855	TRAVERSE CITY	MI	49684	2319471588
COMPLETE OFFICE SOURCE INC. (III)	429 CURWOOD DRIVE		OWOSSO	MI	48867	8107331913
XEROX CORPORATION	900 VICTORS WAY, ATRIUM CENTER,		ANN ARBOR	MI	48104	(734) 996-8700
XEROX CORPORATION	4650 SOUTH HAGADORN ROAD		E. LANSING	MI	48823	517 333-5400
XEROX CORPORATION	5409 GATEWAY CENTER, SUITE A		FLINT	MI	48507	(810) 257-1100
XEROX CORPORATION	4665 - 44TH STREET S.E., SUITE 160A		GRAND RAPIDS	MI	49512	(616) 949-8280
XEROX CORPORATION	300 GALLERIA OFFICENTER, SUITE 500		SOUTHFIELD	MI	48034	(248) 827-2200
GREAT NORTHERN EQUIPMENT	104 NE 3RD STREET, SUITE 200C		GRAND RAPIDS	MN	55744	2183269697
ADVANTAGE BUSINESS PRODUCTS	2064 S. WESTERN AVENUE		SPRINGFIELD	MO	65807	4178829848
NORMAN ORR OFFICE SUPPLY	202 WEST MAIN		WEST PLAINS	MO	65775	4172566808
DOCUMENT SOLUTIONS OF SPRINGFIELD	1736 E. SUNSHINE STREET, SUITE 100		SPRINGFIELD	MO	65804	4178832416
DMC2, INC.	7171 DELMAR BLVD., SUITE 100		ST. LOUIS	MO	63130	3145880900
DMC2, INC. (II)	7171 DELMAR BLVD, SUITE 100		ST. LOUIS	MO	63130	3145880900
XEROX CORPORATION	3221 MCKELVEY ROAD, 1ST FLOOR, SUITE 106		BRIDGETON	MO	63044	(314) 344-3800

Xerox Locations

Xerox Office or Xerox Sales Agents	Address1	Address2	City	State	Zip	Telephone
NO MISSISSIPPI BUS PRODUCTS	223 SHARKEY AVE., SUITE 104		CLARKSDALE	MS	38614	6626271721
COURNOYER'S OFFICE SUPPLY COMPANY, INC.	104 SOUTH SPRING AVENUE		LOUISVILLE	MS	39339	6627735261
KIMBRELL'S DIGITAL SOLUTIONS	520 MAIN STREET		NATCHEZ	MS	39120	6014421494
COMPLETE OFFICE SOLUTIONS	104 SOUTH SPRING AVENUE	2627 RIDGEWOOD ROAD, JACKSON, MS, 39216	LOUISVILLE	MS	39339	6019810652
COMPLETE OFFICE SOLUTIONS (II)	104 SOUTH SPRING AVENUE		LOUISVILLE	MS	39339	6624946004
MOUNTAIN WEST OFFICE SOLUTIONS-HELENA	2021 11TH AVE STE 2		HELENA	MT	59601	4064498870
FIRST CHOICE BUSINESS MACHINES	3101 COBBAN STREET		BUTTE	MT	59701	4067826110
MOUNTAIN WEST OFFICE SOLUTIONS	1205-B KENSINGTON AVENUE		MISSOULA	MT	59801	4067287763
REPLICA BUSINESS SOLUTIONS, INC.	513 HILLTOP RD STE 5		BILLINGS	MT	59105	4068399228
MOUNTAIN WEST OFFICE SOLUTIONS-BOZEMAN	602 FERGUSON, SUITE 4		BOZEMAN	MT	59718	4065858480
DIGITAL DOCUMENT SOLUTIONS	324 NO. MCPHERSON CHURCH ROAD		FAYETTEVILLE	NC	28303	9108674414
DOCUGRAPHICS, LLC	2ND FL		WILMINGTON	NC	28411	9107936343
QUALITY QUICKLY	6624-C GORDON ROAD		HICKORY	NC	28602	8283238339
DOCUMENT SYSTEMS, INC. (II)	945 3rd AVE SE SUITE 103		HENDERSON	NC	27537	2524334888
MARITIME BUSINESS CONCEPTS	89 MARKET STREET		KINSTON	NC	28501	2525277155
DOCUMENT SOLUTIONS EAST, INC.	1306 N. HERRITAGE ST	1706 EAST ARLINGTON BLVD., SUITE D, GREENVILLE, NC, 27858	GREENVILLE	NC	27858	2523217994
DOCUMENT SYSTEMS	PO BOX 4006		HENDERSON	NC	27537	2524334888
PIEDMONT DIGITAL SOLUTIONS	89 MARKET STREET	3 CENTERVIEW DRIVE, SUITE 250, GREENSBORO, NC, 27407	RALEIGH	NC	27624	3362945557
MARITIME BUSINESS CONCEPTS, INC. (II)	PO BOX 97081		KINSTON	NC	28501	2525277155
QUALITY QUICKLY (II)	1306 N. HERRITAGE ST		HICKORY	NC	28602	8283238339
XEROX CORPORATION	945 3rd AVE SE SUITE 103		CHARLOTTE	NC	28209	(704) 551-2000
	4201 CONGRESS STREET, ROTUNDA, SUITE 250		GREENSBORO	NC	27409	(919) 605-1200
XEROX CORPORATION	7025 ALBERT PICK ROAD, SUITE 400		RALEIGH	NC	27609	(919) 782-4820
XEROX CORPORATION	4601 SIX FORKS ROAD, SUITE 300		MINOT	ND	58701	7018392707
DIGITAL OFFICE CENTRE	515 20TH AVENUE SE, STE 11	919 S 7TH ST STE 206, BISMARCK, ND, 58504	MINOT	ND	58701	7018392707
DIGITAL OFFICE CENTRE, INC. (II)	515 20TH AVENUE SE, STE 11	23 BROADWAY N STE 100, FARGO, ND, 58102	FARGO	ND	58106	7018933400
BLUEPRINT IT SOLUTIONS, INC.	P.O. BOX 10072		CHADRON	NE	69337	3084322158
THE BUSINESS CONNECTION	214 MAIN		LINCOLN	NE	68510	(402) 489-1961
XEROX CORPORATION	7501 "O" STREET, SUITE 102		OMAHA	NE	68106	(402) 393-6161
XEROX CORPORATION	7171 MERCY ROAD, SUITE 500		LONDONDERRY	NH	03053	6038902474
BENCHMARK OFFICE SYSTEMS INC.	75 GILCREAST RD., STE. 311		MANCHESTER	NH	03103	6036229631
CONTINENTAL BUSINESS SYSTEMS, LLC	542 HARVEY RD		LONDONDERRY	NH	03053	6038902474
BENCHMARK OFFICE SYSTEMS INC. (WEST)	75 GILCREAST RD., STE. 311		FAIRFIELD	NJ	07004	9738124400
COMPLETE DOCUMENT SOLUTIONS LLC (III)	19 GLORIA LANE	90 BROAD STREET, SUITE 2200, NEW YORK, NY, 10004	FAIRFIELD	NJ	07004	2123282511
COMPLETE DOCUMENT SOLUTIONS, NY LLC	19 GLORIA LANE	240 RTE 206, THE MALL @ 206, FLANDERS, NJ, 07836	FLANDERS	NJ	07836	9739274899
MORRIS COUNTY STATIONERS	PO BOX 279		FAIRFIELD	NJ	07004	9738124400
COMPLETE DOCUMENT SOLUTIONS	19 GLORIA LANE	90 BROAD STREET, SUITE 2200, NEW YORK, NY, 10004	FAIRFIELD	NJ	07004	2123282511
COMPLETE DOCUMENT SOLUTIONS, NY LLC	19 GLORIA LANE	5104 PEGASUS COURT, SUITE N, FREDERICK, MD, 21704	FAIRFIELD	NJ	07004	3018259220
COMPLETE DOCUMENT SOLUTIONS - MD LLC	19 GLORIA LANE	100 CENTURY PKWY STE 300, MOUNT LAUREL, NJ, 08054-1131	FAIRFIELD	NJ	07004	9176930971
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY I)	19 GLORIA LANE	100 CENTURY PKWY STE 300, MOUNT LAUREL, NJ, 08054-1131	FAIRFIELD	NJ	07004	9176930971
COMPLETE DOCUMENT SOLUTIONS PA, LLC (S JERSEY II)	19 GLORIA LANE	100 CENTURY PKWY STE 300, MOUNT LAUREL, NJ, 08054-1131	FAIRFIELD	NJ	07004	9176930971
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL)	19 GLORIA LANE	100 CENTURY PKWY STE 300, MOUNT LAUREL, NJ, 08054-1131	FAIRFIELD	NJ	07004	9176930971
COMPLETE DOCUMENT SOLUTIONS PA, LLC (PHL II)	19 GLORIA LANE		FAIRFIELD	NJ	07004	9738124400
COMPLETE DOCUMENT SOLUTIONS, LLC (II)	19 GLORIA LANE	202 MAMARONECK AVENUE, STE 500, WHITE PLAINS, NY, 10601	FAIRFIELD	NJ	07004	2123282511
COMPLETE DOCUMENT SOLUTIONS NEW YORK, LLC (III)	19 GLORIA LANE	5104 PEGASUS COURT, SUITE N, FREDERICK, MD, 21704	FAIRFIELD	NJ	07004	3018259220
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (II)	19 GLORIA LANE	5104 PEGASUS COURT, SUITE N, FREDERICK, MD, 21704	FAIRFIELD	NJ	07004	3018259220
COMPLETE DOCUMENT SOLUTIONS, MARYLAND LLC (III)	19 GLORIA LANE		MARLTON	NJ	8053	(609) 988-2200
XEROX CORPORATION	10 LAKE CENTER EXECUTIVE PARK, SUITE 300		MORRIS PLAINS	NJ	7950	(201) 540-7500
XEROX CORPORATION	201 LITTLETON ROAD		PRINCETON	NJ	8543	(609) 987-5500
XEROX CORPORATION	100 OVERLOOK CENTER, SUITE 310					

Xerox Locations

Xerox Office or Xerox Sales Agents	Address1	Address2	City	State	Zip	Telephone
XEROX CORPORATION BUTLER'S OFFICE EQUIPMENT & SUPPLY (EAST)	300 TICE BLVD., WHITEWELD CENTER, 3RD FLOOR		WOODCLIFF LAKE	NJ	7675	(201) 476-3500
SOUTHWEST OFFICE SOLUTIONS, LLC (II)	1900 E. HISTORIC HWY 66, SUITE C		GALLUP	NM	87301	5057226661
PREMIER OFFICE TECHNOLOGIES	1789 CENTRAL AVENUE, SUITE 4		LOS ALAMOS	NM	87544	5056612554
SOUTHWEST OFFICE SOLUTIONS	2010 NORTH SULLIVAN AVENUE		FARMINGTON	NM	87401	5053262772
SOUTHWEST OFFICE SOLUTIONS, LLC (III)	1789 CENTRAL AVENUE, SUITE 4		LOS ALAMOS	NM	87544	5056612554
BUTLER'S OFFICE EQUIPMENT & SUPPLY (WEST)	1900 E. HISTORIC HWY 66, SUITE C		GALLUP	NM	87301	5057226661
SOUTHWEST OFFICE SOLUTIONS, INC. (SANTO FE)	1789 CENTRAL AVENUE, SUITE 4		LOS ALAMOS	NM	87544	5056612554
SOUTHWEST OFFICE SOLUTIONS, INC. (ALBUQUERQUE)	1789 CENTRAL AVENUE, SUITE 4	100 SUN AVE., NE STE 650, ALBUQUERQUE, NM, 87109	LOS ALAMOS	NM	87544	5056612554
XEROX CORPORATION	5600 WYOMING BLVD. N.E., 1 SYCAMORE PLAZA, SUITE 200		ALBUQUERQUE	NM	87109	(505) 822-5200
XEROX CORPORATION	128 GRANT AVENUE, SUITE 216		SANTA FE	NM	87501	(505) 982-9255
PRINT 'N COPY CENTER	565 W. SILVER ST.	651 SILVER STREET, ELKO, NV, 89801 500 N. RAINBOW BLVD. STE 125, LAS VEGAS, NV, 89107	ELKO	NV	89801	7757773333
PREMIER OFFICE SYSTEMS	500 N. RAINBOW BLVD. STE 312 3753 HOWARD HUGHES PKWY., SUITE 340		LAS VEGAS	NV	89107	7027374601
XEROX CORPORATION		516 WEST STATE STREET, ITHACA, NY, 14850	LAS VEGAS	NV	89109	(702) 733-8960
OFFICE EQUIPMENT SOURCE, INC. (II)	227 W. WATER STREET		ELMIRA	NY	14901	6072563715
OFFICE EQUIPMENT SOURCE, INC. (I) FLYNN'S INC.	227 W. WATER STREET 115 W 30th ST., RM 411		ELMIRA	NY	14901	6077370539
TEC DOCUMENT SOLUTIONS	231 WEST 29TH STREET SUITE 905		NEW YORK	NY	10001	2125648701
RAY BLOCK STATIONERY	3 PLAINFIELD AVE.		NEW YORK	NY	10001	2122013580
			FLORAL PARK	NY	11001	5164372222
XCL BUSINESS PRODUCTS	1767-46 VETERANS MEMORIAL HWY		ISLANDIA	NY	11749	6312311456
OFFICE EQUIPMENT SOURCE, INC. (VI)	227 W. WATER STREET		ELMIRA	NY	14901	6077370539
OFFICE EQUIPMENT SOURCE, INC. (IV) NORTH COUNTRY DIGITAL SOLUTIONS	227 W. WATER STREET 2 CRESTWOOD DRIVE	732 VESTAL PKWY E, SUITE 3B, VESTAL, NY, 13850	ELMIRA	NY	14901	6077298908
TOTAL DIGITAL SOLUTIONS, INC.	231 WEST 29TH STREET SUITE 905		ALEXANDRIA BAY	NY	13607	8008426125
			NEW YORK	NY	10001	2122013586
OFFICE EQUIPMENT SOURCE, INC. (III)	227 W. WATER STREET	6 AUTOMATION LANE SUITE 116, ALBANY, NY, 12205	ELMIRA	NY	14901	5184593438
BROOKLYN BUSINESS SYSTEMS, INC. RAY BLOCK STATIONERY II	281 MALCOM X BLVD (aka REID AVE) 3 PLAINFIELD AVE.		BROOKLYN	NY	11233	3477708839
THE RAY-BLOCK STATIONERY CO. INC. (EAST)	3 PLAINFIELD AVE.		FLORAL PARK	NY	11001	5164372222
		1150 UNIVERSITY AVE STE 9, ROCHESTER, NY, 14607	FLORAL PARK	NY	11001	5164372222
OFFICE EQUIPMENT SOURCE, INC. (V) INNTECH SOLUTIONS INC.	227 W. WATER STREET 825 3rd AVENUE, 31st FLOOR		ELMIRA	NY	14901	5852687500
		10 FAIRMOUNT AVENUE, CHATHAM, NJ, 07928	NEW YORK	NY	10022	2128122711
INNTECH SOLUTIONS INC. (NJ)	825 3rd AVENUE, 31st FLOOR		NEW YORK	NY	10022	2128122711
XEROX CORPORATION	8 Southwoods Blvd. 3 rd Floor		ALBANY	NY	12211	518-427-5600
XEROX CORPORATION	441 COMMERCE ROAD		BINGHAMTON	NY	13850	(607) 729-7201
XEROX CORPORATION	450 CORPORATE PKWY., AMHERST		BUFFALO	NY	14226	(716) 831-3300
XEROX CORPORATION	245 PARK AVENUE		NEW YORK	NY	10167	(212) 716-4000
					14618	(716) 461-6200
XEROX CORPORATION	132 ALLENS CREEK ROAD, BLDG. 827		ROCHESTER	NY		
XEROX CORPORATION	90 PRESIDENTIAL PLAZA		SYRACUSE	NY	13202	(315) 422-9231
XEROX CORPORATION	555 WHITE PLAINS ROAD		TARRYTOWN	NY	10591	(914) 332-6800
XEROX CORPORATION	105 FROEHLICH FARM BLVD.		WOODBURY	NY	11797	(516) 677-1500
NORTHEAST OFFICE EQUIPMENT HUGHES XEROGRAPHIC EQUIPMENT, INC. III	1520 W. 13TH STREET PO BOX 278	3114 BELMONT STREET, BELLAIRE, OH, 43906	ASHTABULA	OH	44004	4409648721
HUGHES XEROGRAPHIC EQUIPMENT, INC.	PO BOX 278	3114 BELMONT STREET, BELLAIRE, OH, 43906	BELLAIRE	OH	43906	7406768000
GEYER'S OFFICE SUPPLY SOLUTIONS FOR DOCUMENTS	169 W. MAIN STREET 842 W SOUTH BOUNDARY		BELLAIRE	OH	43906	7406768000
			XENIA	OH	45385	9373722381
			PERRYSBURG	OH	43551	4197200800
OFFICE EXPERTS, INC HAMILTON DIGITAL, INC. (CINCINNATI)	520 HIGHBRIDGE ROAD 2165 CENTRAL PARKWAY	201 E. MAIN STREET SUITE 1, LEXINGTON, OH, 44904	LEXINGTON	OH	44904	4199741001
GEYER'S OFFICE SUPPLY (II)	169 W. MAIN STREET 6450 POE AVENUE, SANDLAKE PLAZA, 5TH FLOOR		CINCINNATI	OH	45219	5132275012
			XENIA	OH	45385	9373722381
XEROX CORPORATION			DAYTON	OH	45414	(513) 454-4000
XEROX CORPORATION	5555 PARKCENTER CIRCLE, SUITE 300		DUBLIN	OH	43017	(614) 793-3300

Xerox Locations

Xerox Office or Xerox Sales Agents	Address1	Address2	City	State	Zip	Telephone
XEROX CORPORATION	6(000) FREEDOM SQUARE DRIVE, 4TH FLOOR		INDEPENDENCE	OH	44131	(216) 642-7806
XEROX CORPORATION	5425 SOUTH WICK BLVD.		TOLEDO	OH	43614	(419) 866-1800
MERRIFIELD OFFICE SUPPLY, LLC	224 SOUTH MAIN		ELK CITY	OK	73644	5802257622
XCEL OFFICE SOLUTIONS	500 N MERIDIAN AVE STE 200		OKLAHOMA CITY	OK	73107	4056929235
NETWORK ENHANCEMENT SYSTEMS, INC.	10827 EAST MARSHALL STREET		TULSA	OK	74116	9186655502
XCEL OFFICE SOLUTIONS, LLC	500 N MERIDIAN AVE STE 200	1403 W BROADWAY, ARDMORE, OK, 73401	OKLAHOMA CITY	OK	73107	5802260705
ADVANCED XEROGRAPHY	1823 N. YELLOWWOOD		BROKEN ARROW	OK	74012	9182494010
XCEL OFFICE SOLUTIONS	500 N MERIDIAN AVE STE 200	714 W GORE BLVD, LAWTON, OK, 73501	OKLAHOMA CITY	OK	73107	4056929235
XEROX CORPORATION	4200 EAST SKELLY DRIVE, SUITE 600		TULSA	OK	74135	(918) 610-2600
RYDER BROTHERS STATIONERY	1735 MAIN STREET		BAKER CITY	OR	97814	5415236526
CENTRAL OREGON OFFICE SOLUTIONS	PO BOX 2185	265 NW FRANKLIN STREET, SUITE 100, BEND, OR, 97701	BEND	OR	97709	5413820300
COASTAL OREGON OFFICE SOLUTIONS	PO BOX 2185	265 NW FRANKLIN STREET, SUITE 100, BEND, OR, 97701	BEND	OR	97709	5413820300
XEROX CORPORATION	121 SW MORRISON STREET, 5TH FLOOR, SUITE 500		PORTLAND	OR	97205	(503) 221-1850
WAY COPY SOLUTIONS	691 DIVISION STREET		DU BOIS	PA	15801	8143713200
OFFICE SUPPLIERS	1102 SHELTER AVE., STE A		CHAMBERSBURG	PA	17201	7172634157
BUERGER OFFICE SYSTEMS	1670 WARREN ROAD		INDIANA	PA	15701	7243493710
OFFICE SYSTEMS OF FAYETTE & GREENE	1670 WARREN ROAD		INDIANA	PA	15701	7243493710
IT BUSINESS SOLUTIONS	2698 CASSELMAN ROAD		ROCKWOOD	PA	15557	8142897873
EAST-PENN BUSINESS MACHINES, INC.	2980 LINDEN STREET		BETHLEHEM	PA	18017	6106949001
DIGITAL DOCUMENT SOLUTIONS, LLC	901 LAKE ROAD	8 W MARKET STREET #920, WILKES-BARRE, PA, 18701	MOUNTAIN TOP	PA	18707	5708993079
COMPLETE DOCUMENT SOLUTIONS	2209 FOREST HILLS DRIVE		HARRISBURG	PA	17112	7173479221
CENTRAL PENN LLC	1405 NORTH CEDAR BLVD.		ALLENTOWN	PA	18104	(215) 740-3040
XEROX CORPORATION	651 EAST PARK DRIVE		HARRISBURG	PA	17111	(717) 558-4800
XEROX CORPORATION	100 TOURNAMENT DR, COMMONWEALTH CORP Ctr, 3RD FLR				19044	
XEROX CORPORATION	1700 MARKET STREET, 28TH FLOOR		HORSHAM	PA		(215) 442-7100
XEROX CORPORATION	750 HOLIDAY DRIVE		PHILADELPHIA	PA	19103	(214) 988-2200
XEROX CORPORATION	200 MUNDY STREET		PITTSBURGH	PA	15220	(412) 937-2400
LAS AMERICAS OFFICE EQUIPMENT, INC.	PO BOX 90	2980 EMILIO FAGOT AVENIE, PONCE, PR, 00715	WILKES-BARRE	PA	18702	(215) 643-7100
OFFITEK	2980 EMILIO FAGOT AVENUE SUITE 2 AVE. LAUREL #GA11, CALLE 49, SANTA JUANITA		MERCEDITA	PR	00715	7872591034
DOCUMENT COMPANY	MSC 848, AVENIDA WINSTON		PONCE	PR	00716	7872591034
C & M DOCUMENT COMPANY, INC.	CHURHILL #138	URB. SANTA JUANITA GA-11 AVE LAUREL, BAYAMON, PR, 00956	BAYAMON	PR	00956	7877401735
QUALITY BUSINESS	1142 FD ROOSEVELT AVENUE		SAN JUAN	PR	00926	7877401735
INNOVATIVE DOC TECH INC	2770 AVE HOSTOS, SUITE 303, SVS PLAZA II	CARR #2 KM 149.5, BO. SABANETAS DE MAYAGUEZ SVS PLAZA II, SUITE 303, MAYAGUEZ, PR, 00680	HATO REY	PR	00920	7872739555
XEROX CORPORATION	268 AVENIDA MUNOZ RIVERA, BANCO DE PONCE BUILDING		MAYAGUEZ	PR	00682	7876401362
XEROX CORPORATION	10 ORMS STREET, SUITE 420, 4TH FLOOR		HATO REY	PR	918	(809) 754-7600
XDOS, INC.	18 EAST LIBERTY STREET		PROVIDENCE	RI	2904	(401) 276-3242
LOW COUNTRY OFFICE SOLUTIONS	802 EAST MARTINTOWN RD, SUITE 162	113 WASHINGTON STREET, WALTERBORO, SC, 29488	SUMTER	SC	29150	8037782330
CSRA DOCUMENT SOLUTIONS	802 EAST MARTINTOWN RD, SUITE 162		NO. AUGUSTA	SC	29841	8036131774
XDOS, INC.	20 EAST LIBERTY STREET		NO. AUGUSTA	SC	29841	8036131774
DOCUGRAPHICS, LLC	2408A ASHLEY RIVER ROAD, SUITE 6-B		SUMTER	SC	29150	8436762503
DOCUGRAPHICS, LLC	2015 BOUNDARY ST, STE 232		CHARLESTON	SC	29407	8435730303
MORRIS BUSINESS SOLUTIONS, LLC	P.O. BOX 15090	155 COMMONS WAY, GREENVILLE, SC, 29611	BEAUFORT	SC	29902	8435223028
DOCUGRAPHICS, LLC	912 HWY 501, SUITE F		GREENVILLE	SC	29610	8642698180
DOCUGRAPHICS, LLC	454 ANDERSON RD. S, STE 152 BTC 571		MYRTLE BEACH	SC	29577	8434442972
MORRIS BUSINESS SOLUTIONS LLC (IV)	P.O. BOX 15090	9144 ARROWPOINT BLVD, SUITE 130, CHARLOTTE, NC, 28273	ROCK HILL	SC	29730	8033241069
DOCUGRAPHICS, LLC	1201 MAIN STREET SUITE 1100		GREENVILLE	SC	29610	8642698180
			COLUMBIA	SC	29201	8037481308

Xerox Wholly Owned Dealers

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	TELEPHONE NUMBER
Amcom Office - AMC	3600 McClaren Woods Drive	Coraopolis, PA 15108	(724) 695-7391
Arizona Office Technologies - AOT	4320 E. Cotton Center Blvd #100	Phoenix, AZ 85040	(602) 346-3000
Arizona Office Technologies - AOT	3501 East Speedway Blvd, Ste 145	Tucson, AZ 85716	(602) 346-3000
Arizona Office Technologies - AOT a/k/a Copy Systems	6737 Corsair Ave	Prescott, AZ 86301	(928) 771-9598
ASI Business Solutions	13701 Hutton Drive, Ste 102	Farmers Branch, TX 75234	(972) 888-1500
ASI Business Solutions	5601 Bridge Street	Ft. Worth, TX 76112	(817) 509-1500
Berney Office Solutions - BER	10690 John Knight Close	Montgomery, AL 36117	(334) 271-4750
Berney Office Solutions - BER	780 Lakeside Drive W., Ste B	Mobile, AL 36693	(251) 660-0710
Berney Office Solutions - BER	2111 Parkway Office Circle, Ste 150	Hoover, AL 35244	(706) 323-2464
Berney Office Solutions - BER	129 E. Glenn Avenue	Auburn, AL 36830	(334) 321-2679
Berney Office Solutions - BER	355 Quality Circle, Suite F	Huntsville, AL 35806	(256) 883-8700
Berney Office Solutions - BER	3113 Wesley Way, Ste 4	Dothan, AL 36330	(334)-678-9600
Berney Office Solutions - BER Florida Imaging & Network Systems	d/b/a 801 E. Cervantes Street, Ste 1	Pensacola, FL 32501	(866) 661-2254
Boise Office Equipment, Inc. - BOE	330 North Ancestor Place	Boise, ID 83704	(208) 377-1666
Boise Office Equipment, Inc. - BOE	247 River Vista Place	Twin Falls, ID 83301	(208) 733-5559
Boise Office Equipment, Inc. - BOE	901 Pier View Drive, Ste 106	Idaho Falls, ID 83402	208-523-6222
Carr Business Systems - CAR	500 Commack Road, Ste 110	Commack, NY 11725	(631) 249-9880
Carr Business Systems - CAR	112 W. 34th Street, Ste 605	New York, NY 10120	(212) 594-9300
Connecticut Bus. Systems - CBS	100 Great Meadow Rd	Wethersfield, CT 06109	(860) 667-2900
Connecticut Bus. Systems - CBS	240 Pane Rd	Newington, CT 06111	(860) 667-2900
Connecticut Bus. Systems - CBS	1480 Boston Post Road	Old Saybrook, CT 06475	(860) 739-0778
Connecticut Bus. Systems - CBS	6 Blackstone Valley Pl, #203	Lincoln, RI 02865	(401) 334-2400
Connecticut Bus. Systems - CBS	770 Wechester Ave, Ste LL07	White Plains, NY 10604	(914) 696-1900
Connecticut Bus. Systems - CBS	40 Richards Ave.	Norwalk, CT 06854	(203) 831-9750
Connecticut Bus. Systems - CBS	338 South Street	Pittsfield, MA 01201	(413) 443-5028
Connecticut Bus. Systems - CBS	134 Capital Drive	West Springfield, MA 01089	(413) 533-8140
Connecticut Bus. Systems - CBS	27B Midstate Drive, Ste 106	Auburn, MA 01501	(508) 721-2224
Capital Business Systems, Inc.	2708 Commerce Drive, Unit A	Harrisburg, PA 17110	(717) 540-0800

Xerox Wholly Owned Dealers

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	TELEPHONE NUMBER
Integrity One Technologies, Inc.	2920 Fortune Circle W, Suite C	Indianapolis, IN 46241	(317) 241-5800
Integrity One Technologies, Inc.	280 E. 96th Street, Ste 125	Indianapolis, IN 46240	(317) 241-5800
Integrity One Technologies, Inc.	250 W. Main Street, Ste 2530	Lexington, KY 40507	(859) 253-0000
Integrity One Technologies, Inc.	3200 W. End Avenue, Ste 500	Nashville, TN 37230	(859) 259-2679
Integrity One Technologies, Inc.	1945 Scottsville Rd, Ste 103	Bowling Green, KY 42104	(270) 843-3428
Integrity One Technologies, Inc.	217 E. Main Street, Ste 107/109	Louisville, KY 40202	(812) 948-0795
Integrity One Technologies, Inc.	801 N Capitol Avenue	Indianapolis, IN 46204	(317) 631-1000
ComDoc, Inc. - COM	3458 Massillon Road	Uniontown, OH 44685	(330) 899-8000
ComDoc, Inc. - COM	3475 Forest Lake Dr, Ste 150	Uniontown, OH 44685	(330) 776-4141
ComDoc, Inc. - COM	6790 Belmont Ave	Girard, OH 44420	(330) 539-4822
ComDoc, Inc. - COM	121 W North Street	Wooster, OH 44691	(800) 321-9448
ComDoc, Inc. - COM	9100 South Hills Blvd.	Broadview Hgts, OH 44147	(440) 838-5535
ComDoc, Inc. - COM	220 Ascot Parkway	Cuyahoga Falls, OH 44223	(330) 920-3900
ComDoc, Inc. - COM	3800 W. 12th Street, Ste 104	Erie, PA 16505	800-321-1009
ComDoc, Inc. - COM	5577 Airport Highway	Toledo, OH 43615	330-899-8000
ComDoc, Inc. - COM	330 West Spring St, Ste 100 & 140	Columbus, OH 43215	(614) 628-8400
ComDoc, Inc. - COM	51 Plum Street, Ste 200	Beavercreek, OH 45440	(937) 702-1100
ComDoc, Inc. - COM	363 Remington Road	Cuyahoga Falls, OH 44224	(330) 920-3911
ComDoc, Inc. - COM	600 Bursca Dr Ste 603	Bridgeville, PA 15017	(412) 220-0372
ComDoc, Inc. - COM	Three Penn Center W, Suite 420	Pittsburgh, PA 15235	412-505-9721
ComDoc, Inc. - COM	511 Burroughs St, Ste 105	Morgantown, WV 26505	(304) 598-7575
ComDoc, Inc. - COM	55 Amherst Villa Rd	Buffalo, NY 14225	(716) 689-0202
ComDoc, Inc. - COM	1134 Chapline Street, Ste 101	Wheeling, WV 26003	(800) 321-9448

Xerox Wholly Owned Dealers

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	TELEPHONE NUMBER
Conway Office - COP	10 Capitol Street	Nashua, NH 03063	(603) 889-1665
Conway Office - COP	800 South St., Suite 155	Waltham, MA 02453	(781) 647-0180
Conway Office - COP	222 International Dr, Ste 150	Portsmouth, NH 03801	(603) 889-1665
Conway Office - COP	5 Green Tree Drive	South Burlington, VT 05403	(802) 863-8630
Business Equipment Unlimited - BEU	275 Read Street	Portland, ME 04103	(207) 878-8500
Business Equipment Unlimited - BEU	19 White Pine Road Ste D	Hermon, ME 04401	(207) 622-6251
Business Equipment Unlimited - BEU	34 Leighton Road	Augusta, ME 04330	(207) 622-6252
Cameron Office Products - CAM	One Water Street	Amesbury, MA 01913	(978) 774-4036
Eastern Managed Print Network - ECP	1224 W. Genessee St.	Syracuse, NY 13204	(315) 474-7000
Eastern Managed Print Network - ECP	111 Grant Avenue	Endicott, NY 13760	(607) 834-7220
Eastern Managed Print Network - ECP	1387 Fairport Road, Ste 100A	Fairport, NY 14450	(585) 388-5550
Eastern Managed Print Network - ECP	16-B Petra Lane	Albany, NY 12205	(518) 869-4310
Eastern Managed Print Network - ECP	33 Airport Center Dr, Ste 107	New Windsor, NY 12553	
Northeast Copier - NCS	150 Hopping Brook Road	Holliston, MA 01746	(508) 478-3530
Capitol Office Solutions, LLC - COS	9065 Guilford Road	Columbia, MD 21046	(301) 210-4360
Capitol Office Solutions, LLC - COS	1444 I Street N.W., Suite 300	Washington, DC 20005	(202) 842-0218
Capitol Office Solutions, LLC - COS	8229 Boone Blvd. Ste 200	Vienna, VA 22182	(703) 845-9700
Chicago Office Technology Group, Inc. - COTG	3 Territorial Court	Bolingbrook, IL 60440	(630) 771-2600
Chicago Office Technology Group, Inc. - COTG	One East Wacker Dr, #1305	Chicago, IL 60610	(630) 771-8500
Chicago Office Technology Group, Inc. - COTG	Two River Pierce Pl, Ste 1200	Itasca, IL 60143	(630) 771-8600
Carolina Office Systems - CSS	13245 W Reese Blvd, Ste 130	Huntersville, NC 28078	(704) 337-8900
Carolina Office Systems - CSS	1001 Aviation Pkwy Suite 200	Morrisville, NC 27560	(919) 380-0061
Carolina Office Systems - CSS	1042 Legrand Blvd, Suite 1	Wando, SC 29492 (Charleston)	(843) 972-1240
Carolina Office Systems - CSS	820 Gracern Road	Columbia, SC 29210	(803) 798-8081
Conestoga Copiers, Inc. - CST	220 Pitney Road	Lancaster, PA	(717) 299-5626
Dahill Office Technology Corp - DAH	8200 IH 10 W, Suite 400	San Antonio, TX 78230	(210) 805-8200
Dahill Office Technology Corp - DAH	17280 Green Mtn Road, Ste. 130	San Antonio, TX 78247	(210) 805-8200
Dahill Office Technology Corp - DAH	5702 McPherson Rd, #9	Laredo, TX 78041	(956) 724-8188
Dahill Office Technology Corp - DAH	802 N. Carancahua, Ste 2200	Corpus Christi, TX 78470	(361) 289-0900
Dahill Office Technology Corp - DAH	2100 West Loop South, Ste 1300	Houston, TX 77027	(713) 329-9909
Dahill Office Technology Corp - DAH	5747 Brittmoore Rd	Houston, TX 77041	(713) 329-9909
Dahill Office Technology Corp - DAH	1330 Lake Robbins Dr # 220	The Woodlands, TX 77380	(713) 329-9909
Dahill Office Technology Corp - DAH	77 Sugar Creek Ctr Blvd # 310	Sugarland, TX 77478	(713) 329-9909

Xerox Wholly Owned Dealers

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	TELEPHONE NUMBER
Dahill Office Technology Corp - DAH	8303 N Mopac Expwy Ste A-300	Austin, TX 75759	(512) 836-2100
Dahill Office Technology Corp - DAH	4616 W Howard Lane, Ste 950	Austin, TX 75728	(512) 836-2100
Dahill Office Technology Corp - DAH	1431 W. Polk Avenue	Pharr, TX 78577	(956) 283-8800
Dahill Office Technology Corp - DAH	2700 Earl Rudder Frwy, Ste 2800	College Station, TX 77845	(979) 774-2200
Dahill Office Technology Corp - DAH	221 N. Kansas St, Ste 1505	El Paso, TX 79901	(915) 595-2250
Dahill Office Technology Corp - DAH	277 E. Amador Avenue, Ste 203	Las Cruces, NM 88001	(575) 312-7145
Dahill Office Technology Corp - DAH	510 N Valley Mills Drive, Ste 503	Waco, TX 76710	(512) 554-4633
Dahill Office Technology Corp - DAH	312 E. Harrison, Ste A	Harlingen, TX 78550	(956) 425-3010
Denitech Corporation - DEN	820 W Sandy Lake Rd, Ste 100	Coppell, TX 75019	(972) 869-0777
Denitech Corporation - DEN	500 E. 4th Street, Ste 100	Ft. Worth, TX 76102	(817) 338-4401
Elan Marketing, Inc. d/b/a Elan Office Systems	4675 W. Teco Ave., Ste 140	Las Vegas, NV 89118	(702) 515-0300
Elan Marketing, Inc. d/b/a Elan Office Systems	6625 S. Valley View Blvd, #418-422	Las Vegas, NV 89118	(702) 515-0300
Electronic Systems - ESI	369 Edwin Drive (Building 1)	Virginia Beach, VA 23462	(757) 497-8000
Electronic Systems - ESI	365 Edwin Dr (Bldg. 2-not publishd)	Virginia Beach, VA 23462	(757) 497-8000
Electronic Systems - ESI	4417 Expressway Dr	Virginia Beach, VA 23452	(757)497-8000
Electronic Systems - ESI	3727 Challenger Avenue	Roanoke, VA 24012	(540)362-8400
Electronic Systems - ESI	10406 Lakeridge Parkway, Ste 1000	Ashland, VA 23055	(804) 550-0660
Electronic Systems - ESI	1056 Vista Park Drive, Suite C & D	Forest, VA 24551	(434) 386-6000
Electronic Systems - ESI	303 Butler Farm Road, Ste 108	Hampton, VA 23666	(757) 951-0400
Electronic Systems - ESI	8260 Greensboro Dr, Ste A-15	McLean, VA 22102	(800) 653-6306
Electronic Systems - ESI	904 W Ehringhaus St, Ste 9	Elizabeth City, NC 27909	(252) 338-3810
Electronic Systems - ESI	3315 Berkmar Drive #2-D	Charlottesville, VA 22901	(434) 327-1760
Electronic Systems - ESI	9065 Guilford Road	Columbia, MD 21046	(800) 653-6306
GDP Technologies, Inc. - GDP	1180 Eisenhower Parkway	Macon, GA 31206	(478) 781-8991
GDP Technologies, Inc. - GDP	4350 Rivergreen Parkway, Ste 100	Duluth, GA 30096	(770) 248-1020
GDP Technologies, Inc. - GDP	358 Roswell Street, Ste 2140	Marietta, GA 30060	(770) 248-1020
Inland Business Systems, Inc. - IBS	1326 N. Market Blvd,	Sacramento, CA 95834	(916) 928-0770
Inland Business Systems, Inc. - IBS	2592 Notre Dame Blvd	Chico, CA 95928	(530) 891-1966
Inland Business Systems, Inc. - IBS	2620 Larkspur Lane	Redding, CA 96003	(530) 223-6519
Inland Business Systems, Inc. - IBS	1301 Redwood Way	Petaluma, CA 94954	(707) 448-7742
Inland Business Systems, Inc. - IBS aka Sierra Office Solutions - SIO	4710 Longley Lane	Reno, NV 89502	(775) 828-2679
Inland Business Systems, Inc. - IBS aka Lucas Business Systems, Inc. - LUC	627 Bitritto Court	Modesto, CA 95351	(209) 529-3610
IOS Technology Group, Inc. - IOS	220 Westway Place, Suite 150	Arlington, TX 76018	(817) 465-2450
IOS Technology Group, Inc. - IOS	603 East Belknap Street	Fort Worth, TX 76102	817-465-2450

Xerox Wholly Owned Dealers

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	TELEPHONE NUMBER
imageQuest - IQI	11021 E 26th Street N	Wichita, KS 67226	(316) 686-3200
imageQuest - IQI	11106 Strang Line Rd, Bldg K	Lenexa, KS 66213	(913) 894-2679
imageQuest - IQI	401 S. Providence Road, Ste 105	Columbia, MO 65203	(877) 686-3161
Image Technology Specialists, Inc. - ITS	70 Shawmut Road	Canton, MA 02021	(781) 830-9911
Image Technology Specialists, Inc. - ITS	66-F Concord Street	Wilmington, MA 01887	(978) 474-9143
Image Technology Specialists, Inc. - ITS	2 Oliver Street	Boston, MA 02109	(617) 357-9100

Xerox Wholly Owned Dealers

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	TELEPHONE NUMBER
Lewan & Associates - LEW	1400 South Colorado Blvd.	Denver, CO 80222	(303) 759-5440
Lewan & Associates - LEW	8530 Concord Center Dr, Ste 300	Englewood, CO 80112	(303) 759-5440
Lewan & Associates - LEW	1807 Capitol Avenue, Ste 101F	Cheyenne, WY 82001	(307) 635-0503
Lewan & Associates - LEW	249 Warren Avenue, Suite G	Silverthorne, CO 80498	(970) 468-6464
Lewan & Associates - LEW	1000 Grand Ave, #103 & #107	Glenwood Spgs., CO 81601	(970) 945-4900
Lewan & Associates - LEW	1830 Palmer Park Blvd.	Colorado Spgs, CO 80909	(719) 635-8100
Lewan & Associates - LEW	1608 South College Avenue	Ft. Collins, CO 80525	(970) 484-8822
Lewan & Associates - LEW	200 West 1st Street, Ste 101	Pueblo, CO 81003	(719) 542-6361
Lewan & Associates - LEW	4900 Pearl East Circle, Ste 100	Boulder, CO 80301	(303) 447-0890
Lewan & Associates - LEW	1751 Old Pecos Trail, Ste P	Santa Fe, NM 87505	(505) 424-1500
Lewan & Associates - LEW	1551-D Mercantile Avenue NE	Albuquerque, NM 87107	(505) 828-2679
Merizon Group, Inc - MBM d/b/a Modern Business Machines	620 N. Lynndale Drive	Appleton, WI 54914	(920) 739-4326
Merizon Group, Inc - MBM d/b/a Modern Business Machines	12200 West Adler Land	West Allis, WI 53214	(414) 778-2010
Michigan Office Solutions - MOS	2859 Walkent Drive NW	Grand Rapids, MI 49544	(616) 459-1161
Michigan Office Solutions - MOS	3101 Technology Blvd, Ste J	Lansing, MI 48910	(517) 332-2153
Michigan Office Solutions - MOS	4177 Fashion Square, Ste 2	Saginaw, MI 48603	(989) 791-1513
Michigan Office Solutions - MOS	3281 Racquet Club Drive, Ste B	Traverse City, MI 49686	(231) 946-7655
Michigan Office Solutions - MOS	4664 Campus Drive, Ste 105	Kalamazoo, MI 49008	(269) 381-0805
Michigan Office Solutions - MOS	1223 State Avenue	Alpena, MI 49707	(989) 356-9500
Michigan Office Solutions - MOS	40000 Grand River, Ste 500	Novi, MI 48375	(248) 919-3333
Michigan Office Solutions - MOS	1001 Woodward Ave, Ste 800	Detroit, MI 48226	(313) 324-7362
Minnesota Office Technology Group - MOTG	5600 Rowland Park Rd, Ste 205	Minnetonka, MN 55343	(877) 505-6684
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology S	5657 Copley Dr.	San Diego, CA 92111	(858) 573-6300
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology S	7700 Irvine Center Drive, Ste 780	Irvine, CA 92618	(949) 788-0573
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology S	17890 Castleton Street, Ste 138	City of Industry, CA 91748	626-839-2750
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology S	5050 Hopyard Road, Ste 100	Pleasanton, CA 94588	(925) 225-8910
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology S	2350 Mission Bldg, Ste 400	Santa Clara, CA 95054	(408) 844-8000
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology S	500 Howard Street, Ste 100	San Francisco, CA 94105	415-957-5810
Mr. Copy, Inc. - MRC, d/b/a MRC Smart Technology S	21343 Cabot Blvd, Bldg A	Hayward, CA 94545	(510) 783-4537
Martin Whalen Office Solutions - MWO	148 N. Kinzie Ave	Bradley, IL 60915	(815) 933-3358
Martin Whalen Office Solutions - MWO	23157 S. Thomas Dillon Drive	Channahon, IL 60410	(815) 741-4200
Martin Whalen Office Solutions - MWO	18630 S. 81st Avenue	Tinley Park, IL 60487	(708) 614-1234
Quality Business Systems - QBS	14432 SE Eastgate Way, Ste 300	Bellevue, WA 98007	(425) 892-6000
Quality Business Systems - QBS	7112 S. 212 Street	Kent, WA 98032	(253) 804-5929
Quality Business Systems - QBS	601 W. 1st Street, Suite 1400	Spokane, WA 99201	(425) 892-6000
Quality Business Systems - QBS	6515 W. Clearwater, Ste 310	Kennewick, WA 99336	(509) 735-6317
Quality Business Systems - QBS	3901 Kern Road, Ste 100	Yakima, WA 98902	(509) 452-9117

Xerox Wholly Owned Dealers

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	TELEPHONE NUMBER
Quality Business Systems - QBS	14432 SE Eastgate Way, Ste 300	Bellevue, WA 98007	(425) 892-6000
CTX Business Solutions d/b/a Copytronix - CTX	16640 SW 72nd Ave, Bldg 10	Portland, OR 97224	(503) 620-0202
CTX Business Solutions d/b/a Copytronix - CTX	1144 Willagillespie Rd, Ste 36	Eugene, OR 97401	(541) 636-4911
CTX Business Solutions d/b/a Copytronix - CTX	200 NW 2nd Street	Corvallis, OR 97330	(541) 754-0308
OneSOURCE Managed Services LLC	33 N. Meridian	Oklahoma City, OK 73107	(405) 942-6674
OneSOURCE Managed Services LLC	1901 & 1903 W. Reno Street	Broken Arrow, OK 74146	(918) 250-5151
OneSOURCE Managed Services LLC	4125 W. Owen Garriott Rd	Enid, OK 73703	(580) 242-2679
OneSOURCE Managed Services LLC	531 W. Broadway	Muskogee, OK 74401	(918) 682-4491
R.K. Dixon Company - RDK	5700 Utica Ridge Road	Davenport, IA 52807	(563)344-9100
R.K. Dixon Company - RDK	8630 North Allen Road	Peoria, IL 61615	(309) 692-3300
R.K. Dixon Company - RDK	1560 South Alpine Road	Rockford, IL 61108	(815) 397-2700
R.K. Dixon Company - RDK	2912 Stanton Street	Springfield, IL 62703	(217) 529-7899
R.K. Dixon Company - RDK	806 Parkland Ct, Ste 2	Champaign, IL 61821	(217) 353-0701
R.K. Dixon Company - RDK	328 Susan Drive, Ste 100	Normal, IL 61761	(309) 662-6501
R.K. Dixon Company - RDK	One Great Amer Plaza 625 1st St SE	Cedar Rapids, IA 52401	(319)365-0096
Premier Office Equipment, Inc. - POE	1510 East Olive Street	Marshalltown, IA 50158	(641) 752-1200
Premier Office Equipment, Inc. - POE	2900 Justin Drive	Urbandale, IA 50322	(641) 752-1200
Saxon Business Systems - SAX	14025 NW 60th Avenue	Miami Lakes, FL 33014	(305) 362-0100
Saxon Business Systems - SAX	1395 NW 17th Avenue, #107	Delray Beach, FL 33445	(561) 279-0400
Saxon Business Systems - SAX	2825 Business Center Blvd, #D4	Melbourne, FL 32940	(321) 757-3488
Saxon Business Systems - SAX	9150 Phillips Highway, Ste 2	Jacksonville, FL 32256	(904) 538-0400
Saxon Business Systems - SAX	5066 Edgewater Drive	Orlando, FL 32810	(407) 291-4666

Xerox Wholly Owned Dealers

COMPANY / GROUP	STREET ADDRESS	CITY/STATE/ZIP	TELEPHONE NUMBER
SoCal Office Technologies f/d/b/a MWB Copy Product	5700 Warland Drive	Cypress, CA 90630	(562) 342-7300
SoCal Office Technologies f/d/b/a MWB Copy Product	18301 Von Karman Ave #280	Irvine, CA 92612	(800) 769-2679
SoCal Office Technologies f/d/b/a MWB Copy Product	21600 Oxnard Street, Ste 1755	Woodland Hills, CA 91367	(800) 769-2679
SoCal Office Technologies f/d/b/a MWB Copy Product	3633 Inland Empire Blvd, #940	Ontario, CA 91764	(800) 769-2680
SoCal Office Technologies f/d/b/a MWB Copy Product	800 W. 6th Street #430	Los Angeles, CA 90017	(800) 769-2679
SoCal Office Technologies f/d/b/a MWB Copy Product	12300 Wilshire Blvd, Ste 400	Los Angeles, CA 90025	(800) 769-2679
SoCal Office Technologies f/d/b/a MWB Copy Product	16070 Tuscola Road, Ste 204	Apple Valley, CA 92307	(800) 769-2679
SoCal Office Technologies f/d/b/a MWB Copy Product	701 E. Santa Clara St, Ste 11B	Ventura, CA 93001	(800) 769-2679
Stewart of Alabama, Inc. - STO	4000 Colonnade Parkway	Birmingham, AL 35243	(205) 969-3000
Stewart Business Systems - STW	105 Connecticut Drive	Burlington Township, NJ 08106	(609) 589-4800
Stewart Business Systems - STW	4365 Route One South	Princeton, NJ 08540	(609) 734-0008
Stewart Business Systems - STW	2 Brighton Road, #400	Clifton, NJ 07012	(973) 893-8100
Stewart Business Systems - STW	1659 Route 88 West	Brick, NJ 08724	732-905-3330
Stewart Business Systems - STW	2325 Maryland Road	Willow Grove, PA 19090	(800) 322-5584
Stewart Business Systems - STW	1801 Market Street, Ste 2370	Philadelphia, PA	800-322-5584
Stewart Business Systems - STW	1521 Concord Pike	Wilmington, DE	(800) 322-5584
TML Enterprises, Inc. - TML	9385 Innovation Dr	Manassas, VA 20110	(703) 330-1010
TML Enterprises, Inc. - TML	8315 Lee Highway, Ste 320	Fairfax, VA 22031	(703) 330-1010
Zoom Imaging Solutions - ZIS	200 S. Harding Blvd.	Roseville, CA 95678	916-369-6526
Zoom Imaging Solutions - ZIS	6920 Santa Teresa Blvd #102	San Jose, CA 95119	408-200-2679
Zoom Imaging Solutions - ZIS	390 Railroad Court	Milpitas, CA 95113	(408) 260-5263
Zoom Imaging Solutions - ZIS	5341 Pirrone Road	Salida, CA 95368	209-545-1479
Zoom Imaging Solutions - ZIS	111 Anza Blvd, Ste 430	Burlingame, CA 94010	650-423-2679
Zoom Imaging Solutions - ZIS	1000 Burnett Ave, Ste 100	Concord, CA 94520	925-680-4944
Zoom Imaging Solutions - ZIS	4603 W. Jennifer Ave.	Fresno, CA 93722	559-275-7086
Zoom Imaging Solutions - ZIS	4900 California Ave, #B-210	Bakersfield, CA 93309	661-392-4451
Zoom Imaging Solutions - ZIS	1611 Bunker Hill Way, Ste 140	Salinas, CA 93907	831-424-2525
Zoom Imaging Solutions - ZIS	4930 W. Kaweah Ct, Ste 102	Visalia, CA 93277	559-738-1119
Zoom Imaging Solutions - ZIS	1111 Webster Street	Fairfield, CA 94533	(707) 421-2679
Zoom Imaging Solutions - ZIS	910 Ramona Avenue, Ste E	Grover Beach, CA 93433	(844) 754-9032
Zoom Imaging Solutions - ZIS	101 Golf Course Drive, Ste 201	Rohnert Park, CA 94928	(707) 421-2679
Zeno Office Solutions - ZOS	8701 Florida Mining Blvd, Ste 8709	Tampa, FL 33634	813-253-0318
Zeno Office Solutions - ZOS	5700 SW 34th Street, Suite 324	Gainesville, FL 32608	352-377-5817
Zeno Office Solutions - ZOS	2039 E. Edgewood Drive, Ste 100	Lakeland, FL 33607	863-665-3042
Zeno Office Solutions - ZOS	1933 Premier Row	Orlando, FL 32809	407-299-0300
Zeno Office Solutions - ZOS	4820 Executive Park Court, Ste 101	Jacksonville, FL 32216	904-260-8334
Zeno Office Solutions - ZOS	792 SW Grove Ave, Ste 101-102	Port Saint Lucie, FL 34983	772-337-2660
Zeno Office Solutions - ZOS	6310 Techster Blvd, Ste 102	Fort Myers, FL 33966	239-931-1077

Attachment B – PEFC Chain of Custody Certification



PEFC Chain of Custody Certificate

Xerox Corporation

800 Phillips Road, Building 218-08S
Webster, New York 14580
United States

NEPCon hereby confirms the above client meets the requirements of
PEFC ST 2002:2010.

Scope of certificate

Certificate type: Multi-site Chain of Custody

CoC method: Physical separation based method

Product group(s): 07060 Printed matter

Certificate code:

NC-PEFC/COC-000074

Date of issue: 29 October 2012

Date of expiry: 28 October 2017

Signed:

Peter Sørensen
NEPCon,
Guldsmedgade 34, 1,
DK-8000, Århus C.



Annex to PEFC CoC Certificate

Xerox Corporation

multi-site PEFC Chain-of-Custody certificate
(NC-PEFC/COC-000074) includes the following Participating Sites:

<u>Site Name</u>	<u>Address</u>	<u>Site sub-code</u>
France (Xerox Document Supplies), Sales Office	Immeuble Exelmens, 33 rue des Vanesses, Paris Nord 2	NC-PEFC/COC-000074-A
Austria, Contractor	Schemmerlstrasse 72, Vienna	NC-PEFC/COC-000074-B
Austria, Contractor	Fischerweg 10, Hörsching	NC-PEFC/COC-000074-C
Austria, Sales Office	Handelskai 94-96, 1205 Vienna	NC-PEFC/COC-000074-D
France (Xerox Document Supplies), Contractor	PFL Graveleau, av des frères lumiere, 95190 Goussainville	NC-PEFC/COC-000074-E
Germany, Contractor	Am Hochofen 50-64, 41460 Neuss, Düsseldorf	NC-PEFC/COC-000074-F
Germany, Sales Office	Hellersbergstrasse 2a, 41460 Neuss, Düsseldorf	NC-PEFC/COC-000074-G
Netherlands, Contractor	DSV Solutions NV Gagaoweg 20/86L 1040 HB Amsterdam	NC-PEFC/COC-000074-H
Netherlands, Sales Office	De Corridor 5, 3621 ZA Breukelen	NC-PEFC/COC-000074-I
Switzerland, Contractor	Rue de la Plaisance 7, CAROUGE	NC-PEFC/COC-000074-J
Switzerland	Lagerstr. 12, Dintikon	NC-PEFC/COC-000074-K
Switzerland	Lindenstr. 23, Kloten	NC-PEFC/COC-000074-L



Annex to PEFC CoC Certificate

<u>Site Name</u>	<u>Address</u>	<u>Site sub-code</u>
UK Xerox Ltd	Bridge House, Oxford Road, Uxbridge, Middlesex UB8 1HS	NC-PEFC/COC-000074-M
United Kingdom (Xerox Office Supplies)	Rhys Davies Freight Logistics, 1 old Parkbury Lane, Colney Street, St Albans , Hertfordshire, AL2 2EB	NC-PEFC/COC-000074-N
United Kingdom (Xerox Office Supplies)	Rhys Davies Logistics, Unit 14 Lamson Road, Ferry Lane North Ind estate. Rainham, Essex, RM13 9YY	NC-PEFC/COC-000074-O
United Kingdom (Xerox Office Supplies)	DHL, McKinney Industrial Estate, Mullusk BT368YZ	NC-PEFC/COC-000074-P
United Kingdom (Xerox Ireland Office Supplies)	DHL CityWest. 2010 Orchard Avenue, Citywest Campus, Dublin 24	NC-PEFC/COC-000074-Q
United Kingdom (Xerox Office Supplies), Central Office for Xerox Europe	Bessemer Road Welwyn Garden City Herts. AL7 1BU"	NC-PEFC/COC-000074-R
Belgium, Sales Office	Wezembeekstraat 5, 1930 Zaventem, Belgium	NC-PEFC/COC-000074-S
Luxembourg, Sales Office	4 rue d'Arlon, 8399 Windorf , Luxembourg	NC-PEFC/COC-000074-T
Denmark, Contractor	DSV Transport, Nokiavej30, 8700 Horsens	NC-PEFC/COC-000074-U
Denmark, Sales Office	Borupvang 5C, 2750 Ballerup	NC-PEFC/COC-000074-V
Denmark, Contractor	DSV Solutions, Port 43, Litauen Alle 4, 2630, Tastrup, Copenhagen	NC-PEFC/COC-000074-W



Annex to PEFC CoC Certificate

<u>Site Name</u>	<u>Address</u>	<u>Site sub-code</u>
Finland, Contractor	DSV Solutions Oy, Ansatie 4, 01740 Vantaa, Finland	NC-PEFC/COC-000074-X
Finland, Sales Office	Upseerinkatu 2, 02600 Espoo	NC-PEFC/COC-000074-Y
Germany, Contractor	Kemptener Str. 9 , 30855 Hannover	NC-PEFC/COC-000074-Z
Germany, Contractor	Hambourg	NC-PEFC/COC-000074-AA
Germany, Contractor	Teilestr. 26-28, 12099 Berlin	NC-PEFC/COC-000074-AB
Germany, Contractor	Pfälzer Allee 1 , 01471 Radeburg	NC-PEFC/COC-000074-AC
Germany, Contractor	Flughafen , 60549 Frankfurt	NC-PEFC/COC-000074-AD
Germany, Contractor	Steinbeisstrasse 21, 70806 Kornwestheim	NC-PEFC/COC-000074-AE
Germany, Contractor	Antwerpener Str. 20, 90451 Nürnberg	NC-PEFC/COC-000074-AF
Germany, Contractor	Am Kiesgrund 2-4, 85622 Feldkirchen	NC-PEFC/COC-000074-AG
Germany, Contractor	Neus	NC-PEFC/COC-000074-AH
Greece, Contractor	2nd klm Markopoulou- Peanias, 19002, Peania, Greece	NC-PEFC/COC-000074-AI
Greece, Sales Office	127 Syngrou Ave., Athens, Greece	NC-PEFC/COC-000074-AJ
Italy, Contractor	Strada Provinciale 17 km 8- Zona Industriale 1	NC-PEFC/COC-000074-AK
Italy, Sales Office	Via Medici del Vascello, 26, 20138 Milano, Italy	NC-PEFC/COC-000074-AL
Norway, Contractor	DSV Solutions AB, Dyrskueveien 44, 2040 Klofta	NC-PEFC/COC-000074-AM



Annex to PEFC CoC Certificate

<u>Site Name</u>	<u>Address</u>	<u>Site sub-code</u>
Norway, Contractor	DSV Solutions, Bergen	NC-PEFC/COC-000074-AN
Norway, Sales Office	Lisaker	NC-PEFC/COC-000074- AO
Portugal, Contractor	TAS Portugal S.A., Zona Industrial Quinta dos Estrangeiros, Rua B - Pavilhão 8, 2665-601 Venda do Pinheiro	NC-PEFC/COC-000074- AP
Portugal, Sales Office	Av. Inf.D. Henrique, Cruz. Av. Mar.G.Costa, 1801-001 Lisboa	NC-PEFC/COC-000074- AQ
Spain, Contractor	C/ Antigua Carretera de Ajalvir. Km 1,600, Pol 42A Parcela A1 Pol Cointra. 28806 ALACALA DE HENARES (Madrid)	NC-PEFC/COC-000074-AR
Spain, Contractor	C/ Alacant, 18. Pol. Ind. Fonollar. 08830 SAN BOI DE LLOBREGAT (Barcelona)	NC-PEFC/COC-000074-AS
Spain, Contractor	C/ Diego Vega Sarmiento, 74. 35014 LAS PALMAS DE GRAN CANARIA	NC-PEFC/COC-000074-AT
Spain, Contractor	C/ Cigarritos s/n. Pol. Ind. El Chorrillo. 38109 SANTA CRUZ DE TENERIFE	NC-PEFC/COC-000074-AU
Spain, Contractor	C/ Gremio de Boneteros, 22. 07009 PALMA DE MALLORCA	NC-PEFC/COC-000074-AV
Spain, Sales Office	Ribera del Loira 16-18, 28042 Madrid	NC-PEFC/COC-000074-AW



Annex to PEFC CoC Certificate

<u>Site Name</u>	<u>Address</u>	<u>Site sub-code</u>
Sweden, Contractor	DSV Solutions AB, Nettovagen 4, SE - 175 89 Jarfälla	NC-PEFC/COC-000074-AX
Sweden, Contractor	HJ:s Transport AB, Orrekulla Industrigata 14- 15, 42536 Hisings-Kärä	NC-PEFC/COC-000074- AY
Sweden, Sales Office	Kanalvagen 10a Upplands Vasby	NC-PEFC/COC-000074- AZ
Switzerland, Contractor	Spedition Richard, Route des Jeunes 47bis, CH-1227 Carouge	NC-PEFC/COC-000074- BA
Switzerland, Sales Office	Lindenstrasse 23, CH- 8302, Kloten, Swiss	NC-PEFC/COC-000074-BB

Attachment C – Xerox Case Studies

Stonehill College optimizes its printing infrastructure with help from a long-term strategic partner.



“Xerox has been our partner for more than 10 years. They keep finding ways to improve our approach to document management and deliver more value.”

– Jeanne Finlayson
Vice President for Finance and
Treasurer
Stonehill College

Background

Stonehill College is a four-year Catholic college with more than 2,300 students located in Easton, MA. Stonehill's growing maturity and academic reputation are reflected in its recent move from a regional to a more competitive national classification in *U.S. News and World Report* annual survey of “America's Best Colleges.”

The Challenge

A few years ago, college officials decided to optimize and standardize their enterprise printing infrastructure.

At the time, Stonehill relied heavily on desktop printers and copiers from a variety of manufacturers. But senior leaders recognized that they could increase efficiency and reduce costs by bringing in new, standardized equipment that would improve the quality of document services, reduce the need for constant training and simplify the management of service and supplies.

There were two other critical requirements.

The equipment would have to support Stonehill's new, UNIX®-based administrative software suite. The college also wanted to be able to print legacy, wide format data center files on standard 8-1/2" x 11" output instead of the traditional “green bar” paper.

All told, it was a challenging assignment. So the college evaluated solutions from three leading companies. The only one that passed all of the tests came from Stonehill's long-term strategic document management partner, Xerox.

Based on the results of the head-to-head comparisons, the college initiated a five-year contract with us to optimize its printing infrastructure, reduce costs, improve campus-wide efficiency and make progress toward Stonehill's environmental sustainability goals.

“We’re freeing up administrators and IT staff and saving the city about a quarter of a million dollars a year.”

– Rick Mapes,
IT Client Services Manager
City of Aurora



Our Challenge

“Our operating budget had been ratcheted down annually for a decade and we had become a very lean organization. We needed to find new ways to save money. If we didn’t, employees were going to be let go.”

The Solution

“By reducing our fleet from 1,200 printers and copiers to around 300 multifunction devices, we’re saving about a quarter of a million dollars a year. That’s a pretty compelling cost reduction and a lot of jobs saved.

“MPS also freed up our IT staff, so they can focus on in-depth business support rather than printer service and repair.”

Real Results

- Optimized print environment with centralized Managed Print Services
- Reduced print devices from 1,200 to about 300
- On track to cut costs by 35%
- 10% reduction in paper purchases in first year alone
- Avoided workforce reduction and freed up time for IT staff

“We radically changed the way we do business in terms of hard-copy output. We knocked down old paradigms and created something that’s benefiting the city’s employees and finances.”

– Rick Mapes,
IT Client Services Manager
City of Aurora



Saving Money and Jobs With Managed Print

The city of Aurora, Colorado, knows a thing or two about technology. For six years running, Aurora has been named one of the top five digital cities in the U.S. So when city leaders were looking for a new way to cut costs, they turned to a digital document leader.

“We faced operation cost reductions consistently since 2001,” says Rick Mapes, Aurora’s IT Client Services Manager. “We were coming down to a question of jobs. My mantra was ‘we dare not leave any rock unturned before we lay off one person.’”

Mapes and his team realized that hidden savings might lie in their printer fleet. Xerox helped Aurora find them.

“We wanted a third party to really look at what we were doing and why we were doing it to see if there was a better way.”

There was—a Managed Print Services (MPS) solution.

The High Cost of Convenience

Virtually all the business units of Aurora’s government are centralized. Therefore, the IT department had a clear view of printer costs, which were growing. Says Mapes:

“It was almost a daily occurrence of having a technician come into my office and say, ‘They’re getting another printer. Can’t you do something about this?’”

Xerox surveyed the environment and, as Mapes states, “it was very apparent there was an opportunity.

“Xerox based the survey on real, verifiable metrics and numbers. And the results shocked management. We knew our spend down to the penny. Xerox framed that as a Total Cost of Ownership number, with an institutional cost per page that was alarming.”

Fixing User Problems, not Printers

Aurora’s monochrome and color printing costs averaged 5.6 cents per page. Multiply that by the city’s printing of 1.2 million pages each year and management’s concern is understandable.

“We had 1,200 devices, almost all single-function printers. Now, we have 300 networked multifunction devices and our cost per page is only half a penny. We’re not only saving money, we literally saved jobs.”

Not to mention saving time for Aurora’s IT staff. Explains Mapes:

“Thirty to 35 percent of our tech support demand was printer related. We’ve outsourced the lion’s share of that. That equates to recovering one full-time employee. And we’re providing more in-depth business support because we’re not servicing and repairing printers.”

Green. And Growing.

Aurora’s MPS solution also offers environmental benefits, including decreased power consumption and a 10 percent reduction in paper use. In fact, one department cut paper purchases from 24 cases a month to nine.

“We called it the Green Office Initiative because of its ecologic and economic benefits. It was green all the way around.”

The project has been so well received, that “areas we didn’t think would benefit, such as public golf courses and libraries, are coming to me and saying, ‘We want to team with you and Xerox next year.’”

Mapes credits the MPS success, in part, to Xerox’s “full engagement,” which included soliciting the input of departmental representatives to ensure the ideal printing solution.

“Xerox committed to me from the beginning that they would be in my office every week and we would be working out issues and solving problems. They did not disappoint. It’s been a great partnership.”

About Xerox Services. Xerox Corporation is a world leader in business process, information technology and document outsourcing services. Our unique combination of industry expertise and global delivery capabilities helps you reduce costs, streamline operational processes and grow revenue while clearing the way for you to focus on what you do best: your real business.
www.consulting.xerox.com/case-studies/



Improving document services. Reducing costs.

The Solution

We worked closely with Stonehill's senior leaders to identify their specific goals and requirements. Then we conducted a Xerox® Office Productivity Assessment based on Lean Six Sigma to determine the optimal printing infrastructure for the college. The assessment included a calculation of the potential Return On Investment from the proposed solution.

We also used the Xerox® Sustainability Calculator to analyze the impact of the college's current approach to printing on the environment and make recommendations for improvements. Next, we teamed up with college officials to develop a detailed implementation plan that included:

- 65 state-of-the-art, networked multifunction systems based on a standard design with the capability to support the college's new UNIX®-based student management software
- Sophisticated scan-to-email capabilities
- An easy-to-use Web portal for online job submissions to the Xerox® managed print shop
- A versatile DocuTech® Production Publisher that could convert legacy wide format files into standard, letter-sized output

Following our client's approval, we installed and configured all of the new technology in a two-week period over the December holiday break.

At the college's request, we initially left the obsolete desktop printers and copiers in place throughout the campus. This approach gave faculty and staff the option of using their old equipment or learning how to operate our advanced multifunction systems.

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For more information on how we help higher education institutions, visit www.xerox.com/highered or call 1-800-ASK-XEROX.

The Results

By outsourcing management of its enterprise printing infrastructure to us, the college improved the quality of document services available on campus, increased equipment uptime, simplified management of service and supplies, and reduced overall costs by thousands of dollars per month.

The amount of printing on Xerox® equipment skyrocketed following the implementation of our technology—a clear sign of the favorable acceptance of our solution by faculty and staff.

The number of color pages tripled and black-and-white pages increased by more than 70 %.

The addition of advanced document scanning capabilities to the enterprise printing infrastructure helped improve efficiency and productivity by increasing the reliance on digital documents and automation and speeding up workflows.

The versatility of our multifunction systems and print production equipment helped the college make a smooth transition from its legacy data center applications to the new, UNIX-based administrative software suite. Stonehill was also able to eliminate the need to operate, maintain and support its outdated, wide format "green bar" printers.

The unveiling of the Web portal and online job submission capabilities increased print volumes in the print center and helped Stonehill faculty, staff and students save time for other tasks.

Thanks to the environmental advantages of our Energy Star systems, the college reduced overall paper consumption and energy use, two key goals in its long-term sustainability strategy.

It's all part of our effort to help our longstanding strategic partner take full advantage of the latest document management best practices and innovations.

Case Study Snapshot

The Challenge

- Reduce costs
- Optimize the enterprise printing infrastructure
- Standardize technology campus-wide
- Increase efficiency of document workflows
- Support new administrative ERP software suite
- Improve environmental sustainability

The Solution

- Xerox® Office Productivity Assessment
- Xerox® Sustainability Calculator
- Energy Star multifunction systems with advanced black-and-white and color scanning capabilities
- Comprehensive fleet management
- Web portal for online job submissions
- DocuTech Production Publisher
- Disciplined account management with detailed reporting

The Results

- Thousands of dollars in monthly savings
- Simplified management of equipment, service and supplies
- Fewer printing devices with more functionality
- Reduced environmental impact
- Increased use of digital documents with more efficient workflows
- Eliminated need for legacy "green bar" printing
- Improved end-user satisfaction



The Managed Print Services solution shows how the City of New York relies on strategic partnerships to optimize value and get work done.



Our Challenge

With over 8 million residents, the City of New York is the most populous city in America.

Dozens of agencies keep the City's five boroughs running, providing everything from the Police and Fire Departments, to health clinics, to Parks and Recreation.

Behind the scenes, thousands of print devices provide assistance. For years, each City agency managed its own printers, with no centralized control over purchases, usage or costs.

The City of New York was looking to transition from a decentralized, unmanaged environment to a centralized, managed environment that would consolidate devices, save taxpayer dollars and bring transparency into its operations.

Our Solution

The City is following leading practices and rolling out Xerox® Managed Print Services. It has only begun and is already saving an average of over 49 percent per agency.

Participating agencies have also consolidated billing, made printing more secure and improved insight into print operations, so the City can make better operational decisions.

Agencies in a large city like New York rarely use the same technology. Just the fact that Xerox is able to successfully provide different agencies with the same solution is huge.

Our Results

- \$2 million in total annual savings to date
- One-third of City agencies are in process or fully implemented
- 49% average savings per participating agency
- Centralized document management for 24 City University of New York (CUNY) campuses
- More than 51% reduction in print equipment to date, with over 2,200 devices currently under management
- Participating agencies have seen an average of 70% reduction in energy use, 68% decrease in solid waste, 71% decrease in greenhouse gases
- Average equipment user uptime of 99.8%

One of the greenest cities in America improves efficiency and reduces waste. Outsourcing to Xerox supports comprehensive Green Dallas strategy.



"We wanted to save money, but we also wanted to be green. And it was the marriage of those two things that led to our partnership with Xerox."

– Jill Jordan
Assistant City Manager
City of Dallas, Texas

Background

The City of Dallas—the eighth largest U.S. city—serves as the epicenter of a vast metropolitan region with more than 6 million people. It also has a large number of Fortune 500 companies located in the City itself—more than any other U.S. city besides New York and Houston.

No question about it. This thriving City is one of the leading centers of the global economy. But it also stands for something else: a remarkable commitment to the principle of sustainability. In fact, Dallas is the only U.S. city to achieve ISO 14001 certification for a comprehensive environmental management system that promotes green construction and transportation, water and energy conservation, and other sustainability initiatives.

The Challenge

City leaders understand that sustainability is good for the long-term health of the planet. But they also realize that sustainability is all about increasing efficiency and reducing waste. And when you make smart decisions about sustainability, you can lower your costs, improve productivity and reduce your environmental impact at the same time.

That's why they decided to optimize the document management infrastructure in hundreds of city offices and facilities throughout Dallas.

At the time, this infrastructure was costly and difficult to manage. Like most organizations, the City had hundreds of printers, copiers, fax machines and scanners from different manufacturers spread throughout its offices and facilities.

As a result, it was a challenge to arrange for service, support and supplies. In fact, the City was paying more than 400 separate bills each month to maintain this vital equipment.

Many City employees also relied on work processes that revolved around paper documents, which inevitably increased costs and waste.

To transform this essential infrastructure and help employees make the leap from paper to digital documents, the City of Dallas turned to a proven innovator in the field of document management...Xerox.

Leaner document processes. Greener results.

The Solution

We worked closely with City officials to analyze their current infrastructure and develop a cost-effective optimization plan.

The first step was to replace more than 1,000 document devices located in hundreds of City facilities with approximately 500 energy-efficient Xerox® multifunction devices (MFDs) designed to support a work group rather than an individual employee. We also provided service, supplies and end-user support with our full-time, on-site team.

To help the City reduce its environmental impact, we also made two-sided copying and printing the default option on the equipment on an enterprise-wide basis.

Since the implementation would have an impact on City employees and their work processes, we applied our expertise in change management to smooth the transition. We also actively participated in an effective training program.

Next, we helped City Hall officials implement a digital faxing solution designed to increase the productivity of administrative leaders and staff and reduce their reliance on paper documents.

The Results

The City gained more control over its document management infrastructure by outsourcing equipment, service, supplies and support to a single, reliable partner with a proven reputation for innovation.

More than 400 monthly bills were reduced to a single invoice.

Costs were reduced significantly—in some cases dropping as much as 85% based on the price of a printed page.

The quality of document services available to City employees improved, thanks to the implementation of state-of-the-art MFDs.

Equipment uptime improved. So did the response time for service calls.

The productivity of City Hall administrators and their staff members increased with a fast, efficient digital faxing solution.

The City also built a strong, enterprise-wide foundation for streamlined workflows that revolve around the use of digital documents.

Based on these results of the infrastructure optimization effort, the City asked us to implement an innovative document management solution in the Water Department.

When this project is completed, field engineers and maintenance crews will be able to instantly access more than 100,000 engineering drawings right at the point of need simply by using a mobile computing device. This solution will have a transformative impact on the department's maintenance and repair operations.

All told, these improvements are helping the City of Dallas increase efficiency, productivity and cost-effectiveness while advancing the cause of sustainability.

"We're using less energy. We're using fewer resources. And the City's productivity has improved as a result of all of this, because we're able to do our work so much easier and faster," said Jill Jordan, Assistant City Manager, one of the leaders of the Green Dallas program. "Our goal is to make Dallas the most sustainable city in the world, and we're working hard to make that happen. Xerox is definitely a part of that effort, and we really thank Xerox for helping us become a greener city."

Case Study Snapshot

The Challenge

- Managing over 1,000 document devices from different manufacturers
- More than 400 monthly bills
- Suboptimal service response times
- Excessive reliance on printing and paper documents
- Need to implement streamlined workflows and become a greener city

The Solution

- Rigorous evaluation of the document management infrastructure
- Installation of 524 state-of-the-art, energy-efficient MFDs
- Implementation of digital faxing and enterprise-wide two-sided printing
- Comprehensive outsourced management of equipment, service, supplies and support with a dedicated on-site team
- Effective training and change management to help employees adapt to a more efficient way of working
- Single monthly bill

The Results

- Simplified management of a hard-to-manage infrastructure
- Reduced costs
- Increased efficiency and productivity
- Reduced impact on the environment
- Strategic partnership focused on transformative green solutions

About Xerox Services. Xerox Corporation is a world leader in business process, information technology and document outsourcing services. Our unique combination of industry expertise and global delivery capabilities helps you reduce costs, streamline operational processes and grow revenue while clearing the way for you to focus on what you do best: your real business.

For more information on how we help state governmental organizations, visit www.xerox.com/stateandlocal or call 1-800-ASK-XEROX.



Primary benefits are millions in savings, the dramatic reduction in the variety of toner that needs to be stored, the replacement of older units that were becoming troublesome and a more engaged support team.



A Melting Pot of Needs

Print management was not consolidated across any of the 38 agencies, and most agencies were not actively managed at all. There was a range of different manufacturers and no real standards or guidelines. To address these and other inefficiencies, the City of New York turned to Xerox® Managed Print Services (MPS).

Making a Brand-New Start of It

Xerox is rolling out New York City's MPS solution on an agency-by-agency basis, with the goal of ultimately converting all City departments that choose to participate. Each implementation begins with a Xerox assessment coordinated by the City's Office of Citywide Procurement. Xerox establishes a baseline of how much the agency is spending on print and how much they should expect to save moving forward if they transition to a managed print environment.

To date, 12 agencies are in process or fully implemented. In addition, there's a similar implementation path at the 24 schools of the City University of New York. With each rollout, Xerox helps with change management, providing a framework and training to make the managed print transition as smooth as possible.

Results, Practically in a New York Minute

Although the implementation is only partially complete, the City is already enjoying significant improvements. Participating agencies have replaced hundreds of stand-alone desktop printers with shared, networked devices, trimming their print fleet to date by over 51 percent. Energy use and greenhouse gases are approximately 70 percent lower. And costs are lower.

Participating agencies have already saved an average of 49 percent, 2 million dollars to date. When it goes Citywide, it could save over 8 million dollars a year.

Process efficiencies are also being realized: the City was ordering dozens of varieties of toner and having to keep it all in stock. Now Xerox handles it.

The City's Office of Emergency Management is a prime example of this benefit. The department is seeing a reduction in the variety of toner that needs to be stored, reduced costs, replacement of older units that were becoming troublesome and a more engaged support team.

There's also a productivity gain for the people in payment and billing. The City creates a single yearly purchase order and one monthly invoice from Xerox. The fiscal people benefit from getting just one invoice and can see exactly what was printed. Because print management and reporting are centralized, the City has a newfound transparency into print operations.

The City gets reports saying who's printing what, why they're printing and what it's costing. It's a whole new level of intelligence. Agencies can make educated decisions and put together policies. It opens doors to all kinds of optimization and improved workflows.

Keeping Printers Up for the City That Never Sleeps

The requirements of each City of New York agency are very unique, so Xerox provides customized services for each site. For example,

Xerox® Secure Print Manager Suite, which involves password-protected printing, is a default function for Children's Services, but optional at other agencies.

The New York Police Department and other uniform agencies need 24/7 print services, whereas other agencies only operate during business hours. Some agencies deal with mailings, so they need envelopes. Others are printing photos or court documents. It's a diverse range.

Xerox optimized the entire NYPD printing environment. They had thousands of devices. Now they have hundreds and are able to do a lot more with them. Xerox also took a huge workload off the IT staff. Instead of managing supplies and support, they're keeping their focus where it belongs—on police work.

As the MPS rollout progresses, technologies such as scan-to-email, mobile print and print governance are being incorporated as needed. However, every agency is benefiting from optimal security, including automatic daily overwriting of hard drives and compliance with the City's stringent network security standards.

The value of MPS is evident: the City rationalized the equipment it has, and it has saved money and made life easier for its people.

The City of New York relies on strategic partnerships with Xerox and others to help get work done. And the Managed Print Services solution is a great example of such public-private teamwork.

The City is achieving its goal of a managed print environment. It's implementing best practices, gaining financial benefits, environmental benefits and management benefits. It's New York City. It has to be number one.

Attachment D – Xerox Brochures

Attachment E – Service Master Agreement (SMA)

SERVICES MASTER AGREEMENT



THIS SERVICES MASTER AGREEMENT NO. << Enter 7 Digit Contract Number >>> is between Xerox Corporation ("Xerox"), a New York corporation with offices at 45 Glover Ave. Norwalk, CT 06856 and << Enter Customer's Legal Name >>> ("Customer").

AGREEMENT STRUCTURE

This Agreement serves as a master agreement to enable Xerox and Customer to contract with each other for a range of products and services to be provided to the Customer over time. This Agreement is grouped into Modules. However, it is the intent of the parties that the Products and Services acquired hereunder be acquired under the auspices of the Region 4 ESC Contract between Region 4 ESC and Xerox (the "Region 4 ESC Contract"). Therefore, the terms and conditions of the Region 4 ESC Contract are incorporated by reference into this Agreement. Any conflict between the terms and conditions of the Region 4 ESC Contract and this Agreement will be resolved in favor of this Agreement.

The "GEN" Module applies to all products and services provided hereunder, while the other Modules apply as appropriate to what Xerox is providing to Customer under the applicable Order.

DEFINITIONS MODULE

DEF 1. – DEFINITIONS

The following definitions (and those found elsewhere in this Agreement) apply unless otherwise specified in an Order.

- a. **Affiliate** means a legal entity that directly or indirectly controls, is controlled by, or is under common control with either party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- b. **Agreement** means this Services Master Agreement. This Agreement may also be referred to in ordering and contracting documents as a "Services and Solutions Agreement" or "SSA."
- c. **Amortized Services** means certain services such as consulting and training, the Charges for which are amortized over the term of an Order.
- d. **Application Software** means Xerox-brand software that allows Equipment or Third Party Hardware to perform functions beyond those enabled by its Base Software.
- e. **Base Software** means software embedded, installed, or resident in Equipment that is necessary for operation of the Equipment in accordance with published specifications.
- f. **Cartridges** means copy/print cartridges and xerographic modules or fuser modules designated by Xerox as customer-replaceable units for the Equipment.
- g. **Charges** mean the fees payable by Customer for Services, Maintenance Services and/or Products as specified in this Agreement.
- h. **Confidential Information** means information identified as confidential and provided by the disclosing party to the receiving party.
- i. **Consumable Supplies.** Consumable Supplies vary depending upon the Equipment model, and include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth in an Order, Consumable Supplies excludes paper and staples.
- j. **Customer Assets** means all hardware, equipment, fixtures, software, assets, networks, work space, facilities, services and other assets owned, leased, rented, licensed or controlled by Customer (including Existing Equipment and Existing Software) that Customer makes available to Xerox to enable Xerox to fulfill its obligations under an Order.
- k. **Customer Confidential Information** means Confidential Information belonging to Customer and includes, without limitation, Customer Content and Private Information.
- l. **Customer Content** means documents, materials, or information that Customer provides in hard copy or electronic format to Xerox, containing information about Customer or its clients, in order for Xerox to provide Services, Maintenance Services, or Products.
- m. **Customer Facilities** means those facilities controlled by Customer where Xerox performs Services or provides Products.

- n. **Customer Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Customer as of the Effective Date or that may be created by Customer after the Effective Date, excluding Xerox Confidential Information.
- o. **Data** means data that the Xerox Tools and Xerox Client Tools automatically collect from all Equipment and Third Party Hardware that appears on Customer's network, or that are locally connected to another device on Customer's network, when such Tools are installed on Customer's network. Examples of Data include product registration, meter read, supply level, device configuration and settings, software version, and problem/fault code data.
- p. **Date of Installation** means: (a) for Equipment (or Third Party Hardware) installed by Xerox, the date Xerox determines the Equipment (or Third Party Hardware) to be operating satisfactorily as demonstrated by successful completion of diagnostic routines and is available for Customer's use; and (b) for Equipment (or Third Party Hardware) designated as "Customer Installable," the Equipment (or Third Party Hardware) delivery date.
- q. **Description of Services or DOS** means a document attached to an Order which references the applicable Services Contract number and specifies the Products and/or Services provided under such Order.
- r. **Diagnostic Software** means Xerox-proprietary software embedded in or loaded onto Equipment and used by Xerox to evaluate or maintain the Equipment.
- s. **Documentation** means all manuals, brochures, specifications, information and software descriptions, and related materials customarily provided by Xerox to customers for use with certain Products or Services.
- t. **Effective Date** means the date this Agreement is signed by Xerox.
- u. **Equipment** means Xerox-brand equipment.
- v. **Excluded Taxes** means (i) taxes on Xerox's income, capital, and employment, (ii) taxes for the privilege of doing business, and (iii) personal property tax on Equipment rented or leased to Customer under this Agreement.
- w. **Existing Equipment** means devices which are leased, rented or owned by the Customer outside of this Agreement, which are used to provide Services, and which remain subject to the terms and conditions of the agreements under which they were originally acquired.
- x. **Existing Software** means software licensed by the Customer outside of this Agreement and which is used to provide the Services and which remains subject to the terms and conditions of the agreements under which it was originally acquired.
- y. **Feature Releases** means new releases of Software that include new content or functionality.
- z. **Force Majeure Event** means a circumstance beyond a party's reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity.
- aa. **Funds** means collectively Amortized Services and Third Party Funds.
- bb. **Maintenance Releases or Updates** means new releases of Software that primarily incorporate coding compliance updates and error fixes and are designated as "Maintenance Releases" or "Updates."
- cc. **Maintenance Services** means required maintenance of Equipment to keep the Equipment in good working order.
- dd. **Module** means a specific set of terms and conditions contained in this Agreement that is identified as a "Module." The Modules under this Agreement are the DEF, GEN, SVC, EQP, EP, MS and SW Modules.
- ee. **Monthly Minimum Charge or MMC** means the regular recurring Charge that is identified in an Order and which, along with any additional print/impression charges, covers the cost for the Services, Maintenance Services, and/or Products. The MMC may also include lease buyout funds, Funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, and amounts being financed or refinanced. One-time items are billed separately from the MMC.
- ff. **Order** means a document that Xerox requires for processing of orders for Services, Maintenance Services and/or Products hereunder, which may specify the contracting parties and location(s) where the foregoing will be provided; Customer's requested shipment date; the Products that Customer will purchase, lease, rent or license; the Services and/or Maintenance Services that Xerox will provide; the applicable Charges and expenses; the term during which the Services, Maintenance Services and/or Products described therein shall be provided; the Xerox-provided contract number; and any applicable SLAs. An Order must reference the applicable Services Contract number, and may also be in the form of a Services and Solutions Order ("SSO"), a Xerox Order Agreement ("XOA") (which is used solely for an outright purchase by Customer under the EP module of this Agreement) or a Customer-issued PO. A Statement of Work may be part of an Order but cannot function as a stand-alone ordering document.

- gg. **Output of Services** means electronic images created by scanning tangible documents containing Customer Content, all full or partial copies (tangible and intangible) of Customer Content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by Xerox and delivered to Customer under an Order, but shall not include Third Party Software, or Xerox Intellectual Property.
- hh. **Privacy Laws** means laws relating to data privacy and data protection as applicable to Xerox's performance of the Services.
- ii. **Private Information** means Protected Health Information ("PHI") as defined by the Health Insurance Portability and Accountability Act ("HIPAA"), Non-Public Personal Information ("NPI") as defined by the Gramm-Leach Bliley Act ("GLBA") and equivalent categories of protected health and financial information under applicable state Privacy Laws.
- jj. **Products** means Software, Equipment, Third Party Products and/or Consumable Supplies supplied by Xerox and provided to Customer pursuant to an Order.
- kk. **Purchase Order or PO** means a document containing the applicable Services Contract number that is issued by Customer to Xerox for Order entry purposes only. Any terms in a PO are not binding and are of no force or effect.
- ll. **Purchased Equipment** means Equipment or Third Party Hardware that Xerox sells outright to Customer under the EP Module.
- mm. **Remote Data** means data that is automatically collected by Xerox or transmitted to or from Xerox by Equipment or Third Party Products connected to Customer's network. Examples of Remote Data include product registration, meter read, supply level, equipment configuration and settings, software version, and problem/fault code data.
- nn. **Remote Data Access** means electronic transmission of Remote Data to or from a secure offsite location.
- oo. **Residuals** means general ideas, concepts, know-how, methods, processes, technologies, algorithms or techniques related to the Services, which are in non-tangible form and retained in the unaided memory of persons who have had access to Confidential Information.
- pp. **Service Level Agreements or SLAs** means the levels of performance for the Services, if applicable, as set out in the applicable Order.
- qq. **Services** means managed services (e.g. copy center and mailroom services), consultative services, and/or professional services, including, but not limited to, assessment, document management, and managed and centralized print services, as more fully described in the applicable Order. Standard back-office administrative and contract support functions, such as billing, contract management and order processing, are not Services, but are included in the pricing provided for the Services hereunder.
- rr. **Services Contract** means the applicable terms and conditions of this Agreement, the first Order having a particular assigned Services Contract number, and each additional Order, if any, with the same Services Contract number.
- ss. **Software** means Base Software and Application Software.
- tt. **Statement of Work or SOW** means a document which references the applicable Services Contract number and specifies the details of a particular transaction where Customer wishes to acquire Services, Maintenance Services and/or Products from Xerox under this Agreement.
- uu. **Supplier Equipment** means devices which are supplied by Xerox to the Customer during the term of an Order. Supplier Equipment may be Equipment or Third Party Hardware.
- vv. **Taxes** means any and all taxes of any kind or nature, however denominated, imposed or collected by any governmental entity, including but not limited to federal, state, provincial, or local net income, gross income, sales, use, transfer, registration, business and occupation, value added, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing.
- ww. **Third Party Funds** means funds Xerox provides to Customer to acquire Third Party Hardware or to license Third Party Software and/or to retire debt on existing Third Party Hardware.
- xx. **Third Party Hardware** means non-Xerox brand equipment.
- yy. **Third Party Products** means, collectively, Third Party Hardware and Third Party Software.
- zz. **Third Party Software** means non-Xerox brand software.
- aaa. **Transaction Taxes** means any and all Taxes that are required to be paid in respect of any transaction and resulting Charges under this Agreement and any transaction documents, including but not limited to sales, use, services, rental, excise, transaction-based gross receipts, and privilege Taxes.

- bbb. **XDM Customer Views** means a limited set of features such as printer error messages, basic printer status, troubleshoot (e.g., access printer web page, submit test page, reboot printer, retrieve audit logs) and upgrade printer (e.g., add upgrade file, delete upgrade file, run upgrade, delete upgrade task, restart upgrade task) that are available through the Xerox Tool known as Xerox Device Manager.
- ccc. **Xerox Confidential Information** means Confidential Information belonging to Xerox and includes, without limitation, whether marked as such or not, any services procedures manuals, Xerox Tools, Xerox Client Tools, and Xerox Intellectual Property.
- ddd. **Xerox Client Tools** means certain proprietary software used to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof that are licensed to Customer in accordance with GEN 1.8(d).
- eee. **Xerox Intellectual Property** means all intellectual property and associated intellectual property rights including patent, trademark, service mark, copyright, trade dress, logo and trade secret rights which exist and belong to Xerox as of the Effective Date or that may be created by Xerox after the Effective Date, including without limitation, Software, Data, Remote Data, Xerox Tools and Xerox Client Tools, and excluding Customer Confidential Information and Output of Services.
- fff. **Xerox Products** means Equipment, Software, and Consumable Supplies acquired pursuant to this Agreement.
- ggg. **Xerox Tools** means certain proprietary tools used by Xerox to provide certain Services, and any modifications, enhancements, improvements thereto and derivative works thereof.

GENERAL MODULE

GEN 1. – GENERAL

The terms and conditions in this General (GEN) Module apply to all Services, Maintenance Services, and Products acquired by Customer under this Agreement.

GEN 1.1– AGREEMENT STRUCTURE

- a. **General Contract Structure.** The parties intend for this Agreement to serve as a master agreement stating the terms and conditions governing separate transactions between (i) Xerox and Customer, and (ii) Xerox and Customer Affiliates. Xerox will provide, and Customer will procure, Services, Maintenance Services and/or Products in accordance with the terms and conditions stated in this Agreement, any Services Contract(s), and any applicable Orders.
- b. **Orders and Services Contracts.**
 - i. Xerox may accept Orders either by its signature or by commencing performance. Xerox reserves the right to review and approve Customer's credit, or in the case of an Order by a Customer Affiliate, such Affiliate's credit, prior to acceptance of an Order and the entity placing the Order hereby authorizes Xerox or its agent to obtain credit reports from commercial credit reporting agencies for this purpose. If a Customer Affiliate establishes a Services Contract by placing an Order hereunder, it will be the "Customer" for the purposes of such Services Contract.
 - ii. Orders for Services, Maintenance Services, and/or Products are grouped into Services Contracts. Each separate Services Contract will be established when the first Order is placed that bears a new Services Contract number assigned by Xerox and Xerox accepts that Order. Each Services Contract will be assigned its own Services Contract number that will consist of this Agreement's number followed by a three digit extension. Each Services Contract constitutes a separate contract under this Agreement. Customer may add Services, Maintenance Services, or Products to an existing Services Contract by submitting additional Orders referencing the applicable Services Contract number. Each Services Contract will consist of the terms and conditions of this Agreement, the first Order under the Services Contract number and each additional Order with the same Services Contract number.
 - iii. Unless Customer provides notice in writing at least thirty (30) days before the end of the term of an Order of its intention not to renew, the Order will renew automatically on a month-to-month basis on the same terms and at the same price.
 - iv. Orders may be submitted by hard copy or electronic means and those submitted electronically will be considered: (a) a "writing" or "in writing;" (b) "signed" by the Customer; (c) an "original" when printed from electronic records established and maintained in the ordinary course of business; and (d) valid and enforceable.

GEN 1.2 – CHARGES, PAYMENT AND DEFAULT

- a. **Charges.** Charges for the particular Services, Maintenance Services, and/or Products will be set forth in an Order and are exclusive of any and all Transaction Taxes. Xerox's then current overtime rates will apply to Services requested and performed outside Customer's standard working hours.

- b. **Payment.** Customer agrees to pay Xerox all undisputed amounts due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account within thirty (30) days after the invoice date. Restrictive covenants submitted for or with payment to indicate that it is in full satisfaction of an invoice will not operate as an accord and satisfaction to reduce Customer's payment obligations if it is not, in fact, full payment. For any payment not received by Xerox within ten (10) days after the due date, Xerox may charge, and Customer agrees to pay, a late charge of the greater of \$25 or five percent (5.0%) of the amount overdue (not to exceed the maximum amount permitted by applicable law) as reasonable collection costs. If Customer disputes any amount included in an invoice, then (i) Customer must notify Xerox of the dispute in writing, (ii) such notice shall include a description of the items Customer is disputing and the reason such items are being disputed; and (iii) Customer shall promptly exercise its best efforts to work with Xerox to resolve such dispute. Pending resolution of such disputed amount, Customer shall pay any and all undisputed amounts within thirty (30) days of invoice date, including the MMC which Customer agrees shall not be subject to dispute at any time.
- c. **Default.** Customer will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due, or if Customer breaches any other obligation under this Agreement, any Services Contract, or any other agreement with Xerox. If Customer defaults, Xerox, in addition to its other remedies (including cessation of Services, Maintenance Services and/ or Consumable Supplies), may require immediate payment of (1) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of 1.5% per month, and (2) any early termination charges set forth in this Agreement or in the applicable Services Contract and/or Order(s). Customer will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce any Services Contract.

GEN 1.3 – TAXES

- a. Customer will be responsible for all Transaction Taxes. Transaction Taxes will be included in Xerox's invoice unless Xerox receives proof of Customer's tax exempt status. Customer shall not be responsible for Excluded Taxes.

GEN 1.4 – RESERVED.

GEN 1.5 – RESERVED.

GEN 1.6 – CUSTOMER RESPONSIBILITIES

Customer agrees to perform its responsibilities under this Agreement in support of the Services, Maintenance Services, or Products in a timely manner. Customer agrees:

- a. that Products acquired hereunder are ordered for Customer's (or its Affiliates') own internal business use (rather than resale, license and/or distribution outside of Customer's organization) and will not be used for personal, household or family purposes;
- b. to (1) provide Xerox and its agents with timely and sufficient access, without charge, to Customer Facilities required by Xerox to perform Services and Maintenance Services and/or provide Products, and (2) ensure that Customer Facilities are suitable for the Services, Maintenance Services and/or Products, safe for Xerox personnel, and fully comply with all applicable laws and regulations, including without limitation any federal, state and local building, fire and safety codes;
- c. to provide Xerox and its agents with timely and sufficient use of and access, without charge, to Customer Assets required by Xerox to perform Services and Maintenance Services and/or provide Products, and to grant Xerox and its agents sufficient rights to use, access and, if agreed, modify the same;
- d. to acquire or continue maintenance, repair and software support services, without charge to Xerox, for all Customer Assets that Customer permits Xerox to use or access;
- e. to maintain the manufacturer's maintenance agreement for any Third Party Products;
- f. to provide Xerox with access to appropriate members of Customer personnel, as reasonably requested by Xerox, in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- g. to respond to and provide such documentation, data and other information as Xerox reasonably requests in order for Xerox to perform the Services and Maintenance Services and/or provide Products;
- h. to contract for the minimum types and quantities of Equipment and Consumable Supplies required by Xerox to perform the Services and Maintenance Services;
- i. that, as between Xerox and Customer, Customer alone is responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so;
- j. that as between Xerox and Customer, Customer alone is responsible for determining whether Customer Content provided to Xerox (i) is libelous, defamatory or obscene, or (ii) may be duplicated, scanned or imaged without violating a third party's intellectual property rights; and

- k. to provide contact information for Equipment such as name and address of Customer contact.

GEN 1.7– WARRANTIES

- a. **Mutual Warranties.** Each party represents and warrants to the other, as an essential part of this Agreement, that:
 - i. it is duly organized and validly existing and in good standing under the laws of the state or country of its incorporation or formation;
 - ii. this Agreement and the Orders hereunder have been duly authorized by all appropriate corporate action for signature; and
 - iii. the individual signing this Agreement, and all Orders (where applicable), is duly authorized to do so.
- b. **Xerox Warranties.**
 - i. Services Warranty. Xerox warrants to the Customer that the Services will be performed in a professional and workmanlike manner by Xerox personnel with appropriate training, experience and skills in accordance with the applicable Order. If the Services do not comply with the SLAs or other requirements set forth in the applicable Order, Customer will notify Xerox in writing detailing its concerns and, within 10 days following Xerox's receipt of such notice, Xerox and Customer will meet, clarify the Customer's concern(s), and begin to develop a corrective action plan. As Customer's exclusive remedy under this warranty for Xerox's non-compliance with this warranty, Xerox will either modify the Services to comply with the applicable SLAs or other requirements or re-do the work at no additional charge within 60 days of finalizing the plan or another time period agreed to in writing by the parties.
 - ii. Equipment Warranty. Any Equipment warranty to which Customer is entitled shall commence upon the Date of Installation. Use by Customer of consumables not approved by Xerox that affect the performance of the Equipment may invalidate any applicable warranty.
 - iii. Third Party Product Warranty. Where Xerox in its sole discretion selects and supplies Third Party Products, Xerox warrants they will operate substantially in conformance with applicable SLAs or other requirements in the Order. Customer's sole remedy for breach of this warranty is to return the Third Party Product to Xerox and then receive a refund of any fees paid for such non-conforming Third Party Product, less a reasonable usage fee. If Customer requests a specific Third Party Product, Xerox will pass-through as permitted any third party warranties.
 - iv. Exclusions. Xerox shall not be responsible for any delay or failure to perform the Services or provide Products, including achieving any associated SLAs or other requirements in the applicable SOWs, DOSs or Orders, to the extent that such delay or failure is caused by:
 - (a) Customer's failure or delay in performing its responsibilities under this Agreement;
 - (b) reasons outside Xerox's reasonable control, including Customer Assets, Customer Content, or delays or failures by Customer's agents, suppliers or providers of maintenance and repair services for Customer Assets; or
 - (c) unauthorized modifications to Equipment, Third Party Hardware or the Output of Services.
- c. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND XEROX DISCLAIMS AND CUSTOMER WAIVES ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND AS PERMITTED BY APPLICABLE LAW, CUSTOMER WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
- d. The warranties set forth in this Agreement are expressly conditioned upon the use of the Services, Products and Output of Services for their intended purposes in the systems environment for which they were designed and shall not apply to any Services, Products or Output of Services which have been subject to misuse, accident or alteration or modification by Customer or any third party.

GEN 1.8 – INTELLECTUAL PROPERTY OWNERSHIP

- a. **Customer Intellectual Property.** Customer grants to Xerox a non-exclusive, royalty-free, fully-paid up, worldwide license to use Customer Intellectual Property, Customer Content and Output of Services only for purposes of, and only to the extent required for, providing Services, Maintenance Services or Products under this Agreement. Xerox agrees not to decompile or reverse engineer any Customer Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Customer Intellectual Property are granted to Xerox.

- b. **Ownership of Output of Services and License to Xerox Intellectual Property.** Except to the extent that the Output of Services may incorporate any Xerox Intellectual Property, the Output of Services shall be the sole and exclusive property of Customer. To the foregoing extent, Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. To the extent that the Output of Services may incorporate any Xerox Intellectual Property, Xerox grants Customer a non-exclusive, perpetual, fully paid-up, worldwide right to use, display, and reproduce the Xerox Intellectual Property only as required for use of the Output of Services for Customer's customary business purposes and not for resale, license or distribution outside of Customer's organization. If XDM Customer Views are to be provided under an SOW, Xerox grants Customer a limited license to access and use the XDM Customer Views only for the purpose of receiving Services under the SOW. Customer agrees not to decompile or reverse engineer any Xerox Intellectual Property. Except as expressly set forth in this Agreement, no rights to any Xerox Intellectual Property are granted to Customer.
- c. **Xerox Tools.** Xerox Tools may be used by Xerox to provide certain Services. Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Xerox or its authorized agents. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to Data and reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Xerox may remove Xerox Tools at any time in Xerox's sole discretion, provided that the removal of Xerox Tools will not affect Xerox's obligations to perform Services, and Customer shall reasonably facilitate such removal.
- d. **Xerox Client Tools.** Xerox grants to Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to install, use and access the Xerox Client Tools only for the purpose of receiving the Services for which they were provided. Customer may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer the Xerox Client Tools, except as permitted by applicable law; or, (ii) allow others to engage in same. Title to the Xerox Client Tools and all intellectual property rights therein shall, at all times, reside solely with Xerox and its licensors. Certain Xerox Client Tools may be subject to mandatory third party flow-down terms and conditions, which will be provided separately.
- e. **Data Collection and Use.** Data collected by the Xerox Tools is transmitted by a Xerox Tool to a remotely hosted server that hosts other Xerox Tools. The automatic data transmission capability will not allow Xerox to read, view or download any Customer documents or other information residing on or passing through the Equipment or Third Party Hardware or Customer's information management systems.

GEN 1.9 – INDEMNIFICATION

- a. **General Indemnification.** Xerox, if promptly notified and given the right to control the defense, shall indemnify, defend and hold harmless the Customer, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by Xerox's negligent acts or omissions, or willful misconduct in connection with this Agreement.
- b. **Xerox Indemnification.** Xerox shall, if promptly notified by Customer (or its Affiliate(s)) and given the right to control the defense, indemnify, defend and hold harmless Customer, its Affiliates and their respective officers, directors, employees, agents successors and assigns, for all Claims that Xerox Products or Customer's use of the Services provided by Xerox under this Agreement infringe a U.S. patent, copyright or other intellectual property right. Notwithstanding anything to the contrary herein, Xerox shall have no obligation under this Section **GEN 1.9(b)** to the extent any Claim is based on or arises out of any (i) Services performed using Customer Assets, Customer Content or other materials provided to Xerox by Customer for which Customer failed to provide sufficient rights to Xerox; (ii) infringement by Services resulting from Customer's direction, specification or design, (iii) modification or alteration to such Xerox Products or Services not approved in writing by Xerox; (iv) any combination or use of the Xerox Products or Services not approved in writing by Xerox; (v) use of the Xerox Products or Services not in accordance with the applicable Documentation; or (vi) Customer's failure to use corrections or enhancements to the Xerox Products provided by Xerox. If a Claim is made or appears likely to be made pursuant to this Section **GEN 1.9(b)**, Customer agrees to permit Xerox, at Xerox's sole option and expense, to obtain the right to enable Customer to continue to use such Xerox Products, to make them non-infringing or to replace them with items that are at least functionally equivalent. If Xerox determines that none of these alternatives is reasonably available, Customer agrees to return such Xerox Products to Xerox upon Xerox's written request. Xerox will then give Customer a refund equal to the amount Customer paid Xerox for such Xerox Products less a reasonable usage fee.

- c. Xerox is not responsible for any litigation expenses of the Customer or any settlements unless it pre-approves them in writing.

GEN 1.10 – LIMITATION OF LIABILITY

Except as prohibited by law, the following limitations apply:

- a. **NO CONSEQUENTIAL DAMAGES.** SUBJECT TO SECTION **GEN 1.10(c)**, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. **LIMITATION ON RECOVERY.** SUBJECT TO SECTION **GEN 1.10(c)**, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY (AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) FOR DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WILL BE LIMITED TO AN AMOUNT EQUAL TO THE AMOUNT OF ALL CHARGES PAID BY CUSTOMER TO XEROX UNDER THE ORDER UNDER WHICH THE CLAIM AROSE (LESS PASS THROUGH EXPENSES SUCH AS, WITHOUT LIMITATION, POSTAGE) IN THE TWELVE (12) MONTHS PRIOR TO THE DATE UPON WHICH THE CLAIM AROSE. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT AND ANY ORDERS HEREUNDER WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING SET FORTH IN THIS SECTION **GEN 1.10(b)** SHALL LIMIT CUSTOMER'S OBLIGATION TO PAY XEROX ALL CHARGES AND EXPENSES FOR PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT.
- c. **EXCEPTIONS.** THE LIMITATIONS SET FORTH IN SECTION **GEN 1.10** SHALL NOT APPLY WITH RESPECT TO:
 - i. THE SPECIFIC INDEMNITY OBLIGATIONS SET OUT IN THIS AGREEMENT;
 - ii. EITHER PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD;
 - iii. BODILY INJURY OR DEATH CAUSED BY A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; OR
 - iv. A PARTY EXCEEDING ITS RIGHTS, IF ANY, TO THE OTHER PARTY'S INTELLECTUAL PROPERTY OR MISAPPROPRIATING OR INFRINGING THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AS GRANTED UNDER THIS AGREEMENT.

GEN 1.11 – TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for a term of _____ months, and continue on a month-to-month basis thereafter until expressly renewed by mutual written agreement or terminated by either party upon thirty (30) days' written notice. Upon termination, Customer shall permit Xerox to enter Customer Facilities for purposes of removing the Products, Xerox Tools, and/or Xerox Client Tools. Each Order hereunder shall have its own term, which shall be stated in the Order. In the event that the Region 4 ESC Contract expires or is terminated, this Agreement and all Services Contracts and Orders thereunder that are in effect at that time shall remain in full force and effect until their expiration or termination, and continue under the same terms and conditions as if the Region 4 ESC Contract were still in effect. In the event this Agreement expires or is terminated, each Services Contract in effect at that time shall remain in full force and effect until the expiration or termination of all Orders constituting such Services Contract (including any extensions or renewals thereof) and shall at all times be governed by, and be subject to, the terms and conditions of this Agreement as if this Agreement were still in effect. Termination of any Order shall not affect this Agreement or any other Orders then in effect. Notwithstanding any other provision in the Agreement to the contrary, should an Order be terminated prior to expiration for any reason or a unit of Third Party Hardware or any Third Party Software for which Third Party Funds have been provided is removed or replaced prior to expiration, Customer agrees to pay to Xerox, in addition to any other amounts owed under said Order, an amount equal to the remaining principal balance of the Funds together with a 15% disengagement fee, for loss of bargain and not as a penalty.

GEN 1.12– CONFIDENTIALITY

- a. **Obligation.** Customer and Xerox acknowledge that, during the term of this Agreement and any Order hereunder, each party (or its Affiliates) may be provided with or have access to, certain Confidential Information belonging to the other party (or its Affiliates). The parties will ensure that their employees comply with their respective corporate policies and procedures regarding the disclosure of Confidential Information. The parties agree to use the Confidential Information provided under this Agreement only for purposes directly related to

the performance of obligations and use of rights granted under this Agreement. The receiving party may not disclose Confidential Information to third parties unless such third party has a need to know such Confidential Information in order to perform under this Agreement and has agreed in writing to be bound by terms no less restrictive than those set forth herein. Each party shall be responsible for any breaches of the obligations in this Section by its employees and such third parties. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it uses to protect its own confidential information of like importance, but not less than reasonable care. Each party agrees not to disclose the terms and conditions of this Agreement, all Services Contracts and Orders, and any attachments and exhibits thereto, without the other party's prior written consent. Xerox may use Customer as a reference with other customers, including in marketing materials. Xerox may disclose the identity and address of Customer to Xerox's third party licensors if contractually required for royalty reporting purposes.

- b. **Exclusions.** The obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; or (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information.
- c. **Return of Information.** Upon termination or expiration of this Agreement or an Order, except as otherwise set forth hereunder, each party shall cease use of the other party's Confidential Information and other data and, upon request, shall (1) return all such Confidential Information and any copies thereof, or (2) permanently destroy such Confidential Information and certify that such Confidential Information has been so destroyed; provided, however, that any obligations regarding removal of Customer Confidential Information stored on hard drives on Equipment owned by Xerox and any costs associated with such removal will be set forth in the applicable Order.
- d. **Disclosure under Legal Requirement.** If the recipient of Confidential Information is required to disclose Confidential Information pursuant to a court order or by law or regulation, that party will (1) notify the disclosing party of the obligation to make such disclosure, and (2) reasonably cooperate with the disclosing party if the disclosing party seeks a protective order, but any costs incurred by the receiving party will be reimbursed by the disclosing party, except for costs of the receiving party's employees.
- e. **Duration of Confidentiality Obligation.** Except for Private Information and Xerox Intellectual Property, the obligations set forth in this Section shall continue for one (1) year after termination or expiration of this Agreement or the Order under which such Confidential Information was disclosed, whichever occurs later. The duration of confidentiality obligations with respect to Private Information shall be governed by applicable Privacy Laws. Confidentiality obligations with respect to Xerox Intellectual Property shall continue so long as it continues to be Xerox trade secrets.
- f. **Residual Rights.** Each party understands that the other party shall be free to use for any purpose the Residuals resulting from access to Confidential Information as a result of the performance of its obligations under an Order, provided that such party shall maintain the confidentiality of such Confidential Information as provided herein. Neither party shall pay royalties for the use of Residuals. However, the foregoing shall not be deemed to grant either party a license under the other party's copyrights or patents.

GEN 1.13– DATA PROTECTION/PRIVACY

- a. To the extent that Privacy Laws are applicable to Customer and Xerox in connection with the performance of Services, each party agrees to comply with the applicable provisions of such Privacy Laws.
- b. Xerox has adopted reasonable physical, technical, and organizational safeguards designed to prevent accidental, unauthorized, or unlawful loss, disclosure, access, transfer or use of Private Information. Xerox will promptly notify Customer in the event of any known unauthorized or unlawful loss, disclosure, access, transfer, or use of Private Information.

GEN 1.14 – GOVERNING LAW AND JURISDICTION

This Agreement, each respective Order, and any dispute or claim arising out of or in connection with this Agreement or such Order, shall be governed by and construed in accordance with the laws of New York without regard to its conflict of laws provisions and submitted to the exclusive jurisdiction of the federal and state courts of New York.

GEN 1.15 – RESERVED.

GEN 1.16– FORCE MAJEURE

Except for Customer's absolute and unconditional obligation to make all required payments of any amounts not properly disputed under this Agreement, neither Customer nor Xerox shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by a Force Majeure Event. If such a circumstance occurs, the party whose performance is delayed or prevented shall undertake reasonable action to notify the other party thereof.

GEN 1.17 – INSURANCE COVERAGE

Xerox shall maintain the following limits of insurance coverage during the term of this Agreement:

1. Where required by law, Workers Compensation, at statutory limits;
2. Employers Liability, with \$1,000,000 USD limit of liability or at statutory limits, whichever is greater;
3. Commercial General Liability, including Products - Completed Operations coverage and Broad Form Contractual, with \$2,000,000 USD limit of liability per occurrence for Bodily Injury and Property Damage; and,
4. Where applicable, Automobile Liability, with a combined single limit of liability of \$2,000,000 USD per accident or at statutory limits, whichever is greater.

GEN 1.18 – FUNDING (this provision applies to state & local government Customers only)

Customer represents and warrants that all payments due and to become due during Customer's current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the acquisition of the Products, and it is Customer's intent to use the Products for the entire initial term and to make all payments required under the Agreement or an Order. If (i) through no action initiated by Customer, Customer's governing body does not appropriate funds for the continuation of the Agreement or an Order for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (ii) Customer has made a reasonable but unsuccessful effort to find an assignee within Customer's general organization who can continue the Agreement or an Order, the Agreement or the Order may be terminated. To effect this termination, Customer must, 30 days prior to the beginning of the fiscal year for which Customer's governing body does not appropriate funds for the upcoming fiscal year, notify Xerox that Customer's governing body failed to appropriate funds and that Customer has made the required effort to find an assignee. Customer's notice must certify that canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. Customer agrees to release the Equipment to Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. Customer will then be released from any further payments obligations beyond those payments due for the current fiscal year.

GEN 1.19– COMPLIANCE WITH LAWS AND POLICIES

Xerox and Customer shall comply with all applicable laws and regulations in the performance of their respective obligations under this Agreement. Xerox agrees to comply with Customer's internal policies regarding security and safety at Customer Facilities that are reasonable and customary under the circumstances and which do not conflict with the terms of this Agreement. Customer agrees to provide Xerox with reasonable prior written notice of such policies and any changes to such policies. If a change in Customer policy results in incremental costs to Xerox, Xerox may, upon providing notice to Customer, pass such costs on to Customer.

GEN 1.20 – MISCELLANEOUS

- a. **Copies of Agreement.** Except as required by law, both parties agree that any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original. Xerox may retain a hardcopy, electronic image, photocopy, or facsimile of this Agreement and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said Agreement or Order.
- b. **Amendment.** All changes to this Agreement must be made in a writing signed by Customer and Xerox. Any amendment of this Agreement shall not affect the obligations of either party under any then-existing Orders, which shall continue in effect unless the amendment expressly states that it applies to such existing Orders. An amendment to a Services Contract shall reference the number of the Services Contract that it amends.
- c. **No Waiver; Severability; Survival.** The failure by Customer or Xerox to insist upon strict performance of any of the terms and conditions in this Agreement or to exercise any rights or remedies will not be construed as a waiver of the right to assert those rights or to rely on that term or condition at any time thereafter. If any provision is held invalid by any arbitrator or any court under applicable law, such provision shall be deemed to be restated as nearly as possible to reflect the original intention of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect. Any terms and conditions of this Agreement or any Order which by their nature extend beyond the termination or expiration of the Agreement or Order will survive such termination or expiration.
- d. **Independent Contractors.** Xerox shall perform all Services hereunder in the capacity of independent contractor and not as Customer's employee, agent, or representative. Xerox employees shall not be entitled to privileges of employment that Customer may provide to Customer's employees, and Xerox shall be responsible for payment of all unemployment, social security, federal (state and local, as necessary) and other payroll taxes in regard to its employees involved in the performance of the Services. Neither of the parties, nor their respective employees or Affiliates, shall be authorized to conclude contracts in the name of the other party, or to act or appear as a representative of the other, whether in performing the Services or otherwise.
- e. **No Hiring.** During the term of an Order under which Xerox is providing Services and for a period of one (1) year thereafter, Customer and Xerox each agree not to hire, solicit, or employ any of the other's personnel who have

been engaged in the provision of services or the performance of this Agreement, unless prior written consent is obtained from the other party. Such prohibition shall not apply to hiring as a result of general public solicitations of employment. Should one of the parties hire the other party's personnel in violation of this Agreement, the violating party shall immediately pay to the other, as liquidated damages and as the sole remedy for such violation, an amount equal to such personnel's then current annual compensation (or the amount paid to such person during the previous twelve (12) months in the case of an independent contractor).

- f. **Assignment.** Except for Xerox's assignment to an Affiliate or to a third party for the purposes of securitizing or factoring, neither party may assign this Agreement and any Order(s) hereunder without the prior written consent of the other party. In the event of a permitted assignment by Xerox, each successive assignee of Xerox will have all of the rights but none of the obligations of Xerox pursuant to this Agreement. Customer will continue to look to Xerox for performance of Xerox's obligations hereunder and Customer hereby waives and releases any assignees of Xerox from any such claim. Customer will not assert any defense, counterclaim, or setoff that Customer may have or claim against Xerox against any assignee of Xerox.
- g. **Communication Authorization.** Customer authorizes Xerox or its agents to communicate with Customer by any electronic means (including cellular phone, email, automatic dialing, and recorded messages) using any phone number (including cellular) or electronic address that Customer provides to Xerox.
- h. **Limitation on Charges.** In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of an Order that would, but for this Section, be construed to allow for a charge higher than that allowed under any applicable law, is limited and modified by this Section to limit the amounts chargeable under such Order to the maximum amount allowed by law. If, in any circumstances, an amount in excess of that allowed by law is charged or received, such charge will be deemed limited to the amount legally allowed and the amount received by Xerox in excess of that legally allowed will be applied to the payment of amounts owed or will be refunded to Customer.
- i. **Order of Precedence; Entire Agreement.** This Agreement, including all schedules, attachments, exhibits and amendments hereto and the Services Contract(s) hereunder, and the Region 4 ESC Contract, constitutes the entire agreement between the parties as to the subject matter and supersedes all prior and contemporaneous oral and written agreements regarding the subject matter hereof and neither party has relied on or is relying on any other information, representation, discussion or understanding in entering into and completing the transactions contemplated in this Agreement. The parties agree that except as expressly set forth in this Agreement, in the event of any conflict between terms and conditions, the order of precedence shall be this Agreement, the applicable Orders under the Services Contract (excluding Customer POs), the SOW or DOS, as applicable, and the Region 4 ESC Contract. If a term in this Agreement expressly provides for a term in an Order to take precedence, such provision in the Order shall prevail to the extent of any conflict. Notwithstanding the foregoing, provisions in the General Module of this Agreement related to: (1) Section **GEN 1.8** (Intellectual Property Ownership); (2) Section **GEN 1.9** (Indemnification); (3) Section **GEN 1.10** (Limitation of Liability); (4) Section **GEN 1.12** (Confidentiality); and (5) Section **GEN 1.3** (Taxes), will prevail over conflicting provisions in any other contractual document.

SERVICES MODULE

SVC 1 – TERMS AND CONDITIONS SPECIFIC TO SERVICES

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Xerox's performance of Services.

SVC 1.1 – SCOPE OF SERVICES

Subject to the terms and conditions of this Agreement, Services will be performed by Xerox and/or its Affiliates in accordance with the requirements set forth in an Order. If Customer fails to perform or is delayed in performing any of its responsibilities under this Agreement, such failure or delay may prevent Xerox from being able to perform any part of the Services or Xerox-related activities. Xerox shall be entitled to an extension or revision of the applicable term of the Order (which may include setting a new expected date for commencement of Services) or to an equitable adjustment in performance metrics associated with such failure or delay.

SVC 1.2 – CHARGES FOR SERVICES

Charges for Services are set forth in the applicable Order. Charges are based upon information exchanged between Customer and Xerox, which is assumed to be complete and accurate, and also depend upon other factors such as the timely performance by Customer of its responsibilities. If: (a) such information should prove to be incomplete or inaccurate in any material respect; or (b) there is a failure or delay by the Customer in performing its responsibilities under this Agreement or an Order which results in Xerox incurring a loss or additional cost or expense, then the charges shall be adjusted to reflect proportionately the impact of such materially incomplete or inaccurate information or such failure or delay. Charges that are indicated in an Order as being fixed are not subject to an annual percentage escalation for the initial term

of such Order. If Xerox provides Services partially or early (for example, prior to the start of the initial term of an Order), Xerox will bill Customer on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement will apply.

SVC 1.3 – USE OF SUBCONTRACTORS

Xerox may, when it reasonably deems it appropriate to do so, subcontract any portion of the Services. Xerox shall remain responsible for any Services performed by subcontractors retained by Xerox to the same extent as if such Services were performed by Xerox.

SVC 1.4 – SERVICES SCOPE CHANGES

Except as otherwise set forth in an Order, either party may propose to modify the then-existing Services that are described in an Order, or to add new Services under a Services Contract. If Xerox determines such changes are feasible, Xerox will prepare and propose to Customer an Order incorporating the requested changes and any related impact to the Charges or terms. Once Customer executes and Xerox accepts the Order, Xerox will promptly proceed with the new and/or revised Services in accordance with the terms of the Order and this Agreement.

SVC 1.5 – EARLY TERMINATION OF SERVICES AND LABOR

Except as otherwise set forth in a Services Contract, upon ninety (90) days prior written notice, Customer may terminate or reduce any Services or labor provided pursuant to an Order without incurring early termination charges except as set forth in the next sentence. Notwithstanding the foregoing, if any such Services or labor provided under an Order are terminated (a) by Xerox due to Customer's default or (b) by Customer and Customer acquires similar services from another supplier within six (6) months of the termination of such Services or labor, Customer shall pay all amounts due as of the termination date, together with the early termination charges, for loss of bargain and not as a penalty, stated in the Order or, if not specifically stated therein, an amount equal to the then current MMC for said terminated or reduced Services or labor multiplied by the number of months remaining in the term of the related Order, not to exceed six (6) months.

EQUIPMENT MODULE

EQP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT & THIRD PARTY HARDWARE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to Equipment and Third Party Hardware provided to Customer.

EQP 1.1 – TERM AND DATE OF INSTALLATION

The term for each unit of Equipment shall be the term stated on the applicable Order, with the commencement date based upon the actual Date of Installation. If the Date of Installation for a unit of Equipment is prior to the applicable Order start date, Xerox will bill the Customer for such Equipment on a pro rata basis, based on a thirty (30) day month, and the terms and conditions of this Agreement and the applicable Services Contract will apply as of the Date of Installation.

EQP 1.2 – DELIVERY AND REMOVAL AND SUITABILITY OF CUSTOMER FACILITIES

Xerox will be responsible for all standard delivery charges for Equipment and Third Party Hardware and, for Equipment or Third Party Hardware for which Xerox holds title, standard removal charges. Non-standard delivery or removal charges (including removal prior to the end of the term for any Equipment) will be at Customer's expense. The suitability of Customer Facilities for installation of Equipment or Third Party Hardware, including compliance with state and local building, fire and safety codes and any non-standard state or local installation requirements, is Customer's responsibility.

EQP 1.3 – EQUIPMENT STATUS

Unless Customer is acquiring previously installed equipment, Equipment will be either: (a) "Newly Manufactured," which may contain some recycled components that are reconditioned; (b) "Factory Produced New Model" which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new components and recycled components that are reconditioned; or (c) "Remanufactured," which has been factory produced following disassembly to a Xerox predetermined standard and contains both new components and recycled components that are reconditioned. Xerox makes no representations as to the status of any Third Party Hardware that Xerox may provide under any Order.

EQP 1.4 – CONSUMABLE SUPPLIES

If specified in an Order, Xerox will provide Consumable Supplies for related Equipment. Consumable Supplies are Xerox's property until used in the Equipment for which they are provided. Upon expiration or termination of the applicable Order, Customer will either return any unused Consumable Supplies to Xerox at Xerox's expense when using Xerox-supplied shipping labels, or destroy them in a manner permitted by applicable law. Xerox reserves the right to charge Customer for any Consumable Supplies usage that exceeds Xerox's published yields by more than ten percent (10%). In such a case, Xerox will notify Customer of the excess usage. If such excess usage does not cease within thirty (30) days after notice,

Xerox may charge Customer for the excess usage. If Xerox provides paper under a Services Contract, upon thirty (30) days' notice, Xerox may adjust paper pricing or either party may terminate the provision of paper.

EQP 1.5 – USE AND RELOCATION

For any Equipment or Third Party Hardware provided by Xerox, with the exception of Purchased Equipment for which Customer has paid in full, Customer agrees that: (a) the Equipment or Third Party Hardware shall remain personal property; (b) Customer will not attach any of the Equipment or Third Party Hardware as a fixture to any real estate; (c) Customer will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware or file or permit to be filed any lien against the Equipment or Third Party Hardware; and (d) Customer will not make any permanent alterations to the Equipment or Third Party Hardware. While Equipment or Third Party Hardware is subject to an Order, Customer must provide Xerox prior written notice of all Equipment or Third Party Hardware relocations and Xerox may arrange to relocate the Equipment or Third Party Hardware at Customer's expense. While Equipment or Third Party Hardware is being relocated, Customer remains responsible for making all payments to Xerox required under the applicable Order. All parts or materials replaced, including as part of an upgrade, will become Xerox's property. Equipment or Third Party Hardware cannot be relocated outside of the U.S. until Customer has paid in full for the Equipment or Third Party Hardware and has received title thereto. Notwithstanding anything to the contrary in the foregoing, to the extent the Equipment contains any Software, any relocation of such Equipment is subject to the terms and conditions set forth in the Software License Module of this Agreement.

EQP 1.6 – SUPPLIER EQUIPMENT PROVIDED

In the event Xerox provides Supplier Equipment to Customer, the following terms shall apply unless otherwise specified in an Order:

- a. Unless Supplier Equipment is purchased by Customer, Xerox (or the applicable third party vendor) shall at all times retain title to the Supplier Equipment. Customer hereby authorizes Xerox or its agents to file financing statements necessary to protect Xerox's rights to Supplier Equipment. Each party will promptly notify the other, in writing, of any change in ownership, or if it relocates its principal place of business, or changes the name of its business. The risk of loss for the Supplier Equipment shall pass to Customer upon delivery to the applicable Customer Facilities. Customer will insure the Supplier Equipment against loss or damage and the policy will name Xerox as loss payee.
- b. Customer agrees to use the Supplier Equipment in accordance with, and to perform, all operator maintenance procedures for the Supplier Equipment described in the applicable Documentation made available or provided by Xerox. The Customer shall not (unless the Supplier Equipment is Purchased Equipment, and then only with Xerox's prior consent):
 - i. sell, charge, let or part with possession of the Supplier Equipment;
 - ii. remove the Supplier Equipment from Customer Facilities in which it is installed; or
 - iii. make any changes or additions to the Supplier Equipment.
- c. **Early Termination.** Equipment is provided for a minimum order term (as specified in the applicable Order per EQP 1.1 above). If Equipment is terminated for any reason before the end of its minimum order term, the termination charges set forth in the applicable Order or Services Contract for such Equipment shall apply.

EQP 1.7 – DATA SECURITY

Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

EQP 1.8 – REMOTE SERVICES FOR EQUIPMENT

Certain models of Equipment are supported and serviced using Remote Data Access. Remote Data Access also enables Xerox to transmit to the Customer Maintenance Releases or Updates for software or firmware and to remotely diagnose and modify Equipment to repair or correct malfunctions. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download any Customer data, documents or other information residing on or passing through the Equipment, Third Party Hardware or Customer's information management systems. Customer grants the right to Xerox, without charge, to establish and maintain Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox and Customer will provide Xerox with reasonable assistance to allow Xerox to have Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

EQP 1.9 - TOTAL SATISFACTION GUARANTEE.

- a. "SP Equipment" means any iGen3, iGen4, iGen150, iGen5 or Xerox Color 8250 Production Printer. If, during any 90 day period, the performance of SP Equipment delivered under this Agreement is not at least substantially consistent with the performance expectations outlined in the SP Equipment's Customer Expectations Document ("Expectations Document"), Xerox will, at Customer's request, replace the SP Equipment without charge with identical SP Equipment or, at Xerox's option, with Equipment with comparable features and capabilities (the "SP Equipment Guarantee"). The SP Equipment Guarantee does not apply during the first 180 days after installation and will expire at the end of the initial term of the Order; provided however, for SP Equipment identified as "Previously Installed", this SP Equipment Guarantee expires 1 year after installation. This SP Equipment Guarantee applies only to SP Equipment that has been (i) continuously maintained by Xerox through the provision of Xerox Maintenance Services, and (ii) operated at all times in accordance with the Expectations Document.
- b. "Non-SP Equipment" means any Equipment other than SP Equipment. If Customer is not completely satisfied with any Non-SP Equipment delivered under an Order under this Agreement, Xerox will, at Customer's request, replace it without charge with identical Non-SP Equipment or, at the option of Xerox, with Equipment with comparable features and capabilities (the "Non-SP Equipment Guarantee"). The Non-SP Equipment Guarantee applies only to Non-SP Equipment that has been continuously maintained by Xerox through the provision of Xerox Maintenance Services. The Non-SP Equipment Guarantee will expire at the end of the initial term of the subject Order; provided however, for Non-SP Equipment identified as "Previously Installed", the Non-SP Equipment Guarantee expires 1 year after the Installation Date. The Non-SP Equipment Guarantee does not apply to a limited number of Non-SP Equipment models, which models are identified in the applicable Order Document.
- c. The SP Equipment Guarantee and Non-SP Equipment Guarantee replace and supersede any other guarantee from Xerox, whether made orally or in writing, styled a "Total Satisfaction Guarantee", "Satisfaction Guarantee" or otherwise covering the subject matter set forth above.

EQP 1.10 – REMOVAL OF HAZARDOUS WASTE

Customer agrees to take responsibility for legally disposing of all hazardous wastes generated from the use of Third Party Hardware or supplies.

EQUIPMENT PURCHASE MODULE

EP 1 – TERMS AND CONDITIONS SPECIFIC TO EQUIPMENT PURCHASE

In addition to the terms and conditions in the General (GEN) Module, the following terms and conditions apply to the acquisition of Purchased Equipment:

EP 1.1 – ORDER

Orders for an outright purchase of Equipment shall include the unique Xerox-provided contract number and the number of this Agreement on all applicable ordering documents.

EP 1.2 – TITLE

Title to Purchased Equipment will pass to Customer upon delivery to the applicable Customer Facilities.

EP 1.3 – DEFAULT

If Customer defaults under a XOA for Purchased Equipment, Xerox, in addition to its other remedies (including the cessation of Maintenance Services if applicable), may require immediate payment of all amounts then due, plus all Transaction Taxes and applicable interest on all amounts due from the due date until paid. Customer shall also pay all reasonable costs, including attorney's fees, incurred by Xerox to enforce this Agreement.

EP 1.4 – MAINTENANCE SERVICES FOR PURCHASED EQUIPMENT

If Customer elects to receive Maintenance Services for Purchased Equipment, Customer shall do so under a separate Order under the Agreement for such Maintenance Services.

EP 1.5 – AGREEMENT PROVISION EXCLUSIONS

The following Agreement provisions do not apply to Orders for an outright purchase of Equipment: GEN 1.1 c.ii – iii; GEN 1.6 b – j; GEN 1.7 b.1; GEN 1.11; EQP 1.4; EQP 1.6.

MAINTENANCE SERVICES MODULE

MS 1 – TERMS AND CONDITIONS SPECIFIC TO MAINTENANCE SERVICES

In addition to the terms and conditions in the General (GEN) Module, and except as otherwise set forth in an Order, the following terms and conditions apply to provision of Maintenance Services.

MS 1.1 – MAINTENANCE SERVICES

As part of an Order for (a) stand-alone Maintenance Services related to Purchased Equipment, or (b) Maintenance Services related to Equipment to which Xerox does not hold title, or as a mandatory part of an Order for Equipment (other than Purchased Equipment) that includes Maintenance Services, Xerox or a designated service provider will provide the following Maintenance Services for Equipment. If Customer is acquiring Equipment for which Xerox does not offer Maintenance Services, such Equipment will be designated as "No Svc." This Module does not apply to maintenance of Third Party Hardware. Maintenance that Xerox provides on Third Party Hardware will be provided in accordance with the terms of the applicable Order.

The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (i) utilizing Customer-implemented remedies provided by Xerox; (ii) replacing Cartridges; and (iii) providing information to and implementing recommendations provided by Xerox telephone support personnel in those instances where Xerox is not providing on-site Equipment support personnel. If an Equipment issue is not resolved after completion of (i) through (iii) above, Xerox will provide on-site support as provided in the applicable Order.

MS 1.2 – REPAIRS AND PARTS

- a. Xerox will make repairs and adjustments necessary to keep the Equipment in good working order and operating in accordance with its written specifications (including such repairs or adjustments required during initial installation). Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship. Parts required for repair may be new, reconditioned, reprocessed or recovered.
- b. If Xerox is providing Maintenance Services for Equipment that uses Cartridges, Customer will use only unmodified Cartridges purchased directly from Xerox or its authorized resellers. Failure to use such Cartridges will void any warranty applicable to such Equipment. Cartridges packed with Equipment or furnished by Xerox as Consumable Supplies will meet Xerox's new Cartridge performance standards and may be new, remanufactured or reprocessed and contain new and/or reprocessed components. To enhance print quality, Cartridges for many models of Equipment have been designed to cease functioning at a predetermined point. Many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

MS 1.3 – HOURS AND EXCLUSIONS

Unless otherwise set forth in an Order, Maintenance Services will be provided in areas accessible for repair services during Xerox's standard working hours. Maintenance Services excludes repairs due to: (a) misuse, neglect or abuse; (b) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (c) use of options, accessories, or other products not serviced by Xerox; (d) non-Xerox alterations, relocation, service or supplies; and (e) failure to perform operator maintenance procedures identified in operator manuals. Customer agrees to furnish all referenced parts, tools, and supplies needed to perform those procedures that are described in the applicable manuals and instructions.

MS 1.4 – INSTALLATION SITE AND METER READINGS

In order to receive Maintenance Services for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (a) has been provided by Xerox or (b) meets Xerox's published specifications. The Equipment installation site must conform to Xerox's published requirements. If applicable, unless otherwise set forth in an Order, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate them and bill Customer accordingly.

MS 1.5– REMEDY

If Xerox is unable to maintain the Equipment as described above, Xerox will, as Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another model with comparable features and capabilities. If replacement Equipment is provided pursuant to this Section, there shall be no additional charge for its provision by Xerox during the initial term of the Order and it shall be subject to the terms and conditions of this Agreement and the applicable Order(s). Customer's use of non-Xerox approved consumables that affect the performance of the Equipment may invalidate this remedy.

MS 1.6– END OF SERVICE

Xerox has no obligation to maintain or replace Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request.

SOFTWARE LICENSE MODULE

SW 1 – TERMS AND CONDITIONS SPECIFIC TO SOFTWARE

In addition to the terms and conditions in the General (GEN) Module the following terms and conditions apply to the license and use of Software and its associated Documentation.

SW 1.1– SOFTWARE LICENSE

Xerox may provide Software to Customer pursuant to an Order hereunder. The following license applies to Software provided hereunder, unless such Software is accompanied by a click-wrap or shrink-wrap license agreement or otherwise provided subject to a separate license agreement.

- a. Xerox grants Customer a non-exclusive, non-transferable, non-assignable (by operation of law or otherwise) license to use in the U.S.: (i) Base Software only on or with the Equipment with which (or within which) it was delivered; and (ii) Application Software only on any single unit of Equipment, subject to Customer remaining current in the payment of any indicated applicable Software license fees (including any annual renewal fees). Customer has no other rights to the Software. Customer will not and will not allow its employees, agents, contractors or vendors to: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software except as permitted by applicable law; (ii) activate Software delivered with or within the Equipment in an un-activated state; or, (iii) access or disclose Diagnostic Software for any purpose. Title to Software and all copyrights and other intellectual property rights in Software will reside solely with Xerox and its licensors (who will be considered third party beneficiaries of this Agreement's software and limitation of liability provisions).
- b. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment with which the Base Software was provided; or (ii) upon the expiration or termination of any Order under which Customer has acquired the Equipment with which the Base Software was provided (unless Customer has exercised an option to purchase the Equipment, where available).
- c. Software may contain code to prevent its unlicensed use and/or transfer. If you do not permit Xerox periodic access to such Software, this code may impair the Equipment's and/or Software's functionality.
- d. Xerox does not warrant that the Software will be free from errors or that its operation will be uninterrupted.

SW 1.2– SOFTWARE SUPPORT

Software support will be provided by Xerox or a designated service provider as follows. For Base Software, Software support will be provided during the initial term of the applicable Order and any renewal period, but not longer than five (5) years after Xerox stops taking orders for the subject model of Equipment. For Application Software, Software support will be provided as long as Customer is current in the payment of all applicable software license, annual renewal and "support only" fees.

- a. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (i) assure that Software performs in material conformity with its Documentation; (ii) provide available workarounds or patches to resolve Software performance problems; and (iii) resolve coding errors for (1) the current release and (2) the previous release for a period of six (6) months after the current release is made available to Customer. Xerox will not be required to provide Software support if Customer has modified the Software.
- b. Xerox may make available new releases of the Software that are designated as "**Maintenance Releases**" or "**Updates.**" Maintenance Releases or Updates are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each Maintenance Release or Update shall be considered Software governed by these terms. Feature Releases will be subject to additional license fees at Xerox's then-current pricing and shall be considered Software governed by these terms and conditions (unless otherwise noted in an Order). Implementation of a Maintenance Release, Update or Feature Release may require Customer to procure, at its expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Maintenance Release, Update or Feature Release, Customer will return or destroy all prior Maintenance Releases, Updates or Feature Releases.
- c. Xerox may annually increase Software license fees and support fees for Application Software.

SW 1.3– DIAGNOSTIC SOFTWARE

Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and Xerox's licensors. Xerox does not grant Customer a license or right to use the Diagnostic Software. Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment during Customer's normal business hours to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox.

SW 1.4 – THIRD PARTY SOFTWARE

Third Party Software is subject to license and support terms provided by the applicable Third Party Software vendor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date and thereby agreeing to its terms.

ENTER CUSTOMER NAME

XEROX CORPORATION

Signature

Signature

Name (please print)

Name

Title

Title

Address

Address

Date

Date

Attachment F – RFP 14-14 MPS

Attachment A – Participation
Addendum (Hawaii) 103D
General Conditions with
Redline Changes

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
 - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
 - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes ~~the sole and entire~~ liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury to the extent proximately caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
 - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
 - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
 - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. ~~Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, nAny assignment by either party must be approved in advance by the non-assigning party.~~ No assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.

d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.

7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against ~~all~~ liability, loss, damage, cost, and expense, including ~~all~~ attorneys' fees, and all claims, suits, and demands therefore, ~~arising out of or resulting from all to the extent proximately caused by~~ the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.

8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in ~~order between the agency and the CONTRACTOR this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default.~~ To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. ~~The CONTRACTOR remains liable for damages caused other than by delay.~~

10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract ~~or any other contracts~~, or pursuant to any law ~~or other obligation owed to the State of Hawaii by the CONTRACTOR~~, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.

11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.

12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.

a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. During the Stop performance period, the Agency will continue to make payments of any regular recurring monthly minimum charges for equipment. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
 - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
 - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ~~ten-thirty~~ (4030) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with ~~the Contract or~~ such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a reasonable manner and upon the terms deemed reasonably appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) ~~work~~ days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. ~~The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE.~~ The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.

- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR

to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer all electronic images created by scanning tangible documents containing Agency content, all full or partial copies (tangible and intangible) of Agency content, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) created by CONTRACTOR to be delivered to the Agency under an order, but excluding all products for which CONTRACTOR has title, all third party software, and all CONTRACTOR intellectual property.;

~~(1) Any completed goods or work product; and~~

~~(2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.~~

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

d. Compensation.

(1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.

~~(2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.~~

~~(3)~~ (2) Absent complete agreement under subparagraph 14d(2), ~~the~~ The Agency procurement officer shall pay the CONTRACTOR the following amounts, ~~provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:~~

(A) Contract prices for goods or services accepted under the Contract;

(B) ~~Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.~~ early termination assessments, as such are defined in the agreement and/or terminated order(s);

(C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(32)(B);

(D) The reasonable settlement costs (referred to by CONTRACTOR as the "disengagement fee") of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other administrative costs amortized over the original contract term, or incurred in connection with the protection or disposition of property allocable to the

terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) ~~and 14d(3)~~ shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:
- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:
- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.
- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;
- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and
- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.
- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.
- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.

~~b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.~~

- ~~eb.~~ Prompt payment.

- (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
- (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.

~~dc.~~ Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE ~~or an excuse for nonperformance by the CONTRACTOR.~~ Failure to pay invoiced amounts in a timely fashion, regardless of the source of the funding, is subject to the CONTRACTOR's remedies for nonpayment, including the cessation of Services.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
- (A) Changes in the work within the scope of the Contract; and
 - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
- d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
- e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
- f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
- g. Head of the purchasing agency approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 and ten per cent (10%) or more of the initial contract price, must receive the prior approval of the head of the purchasing agency.
- h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
- i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
 - (2) Method of delivery; or
 - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ~~ten-twenty~~ (4020) ~~work~~ days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
 - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - (2) By unit prices specified in the Contract or subsequently agreed upon;
 - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
 - (4) In such other manner as the parties may mutually agree; or
 - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
 - (1) Description of performance (Attachment 1);
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
 - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
 - (5) Method of shipment or packing of supplies; or
 - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
 - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
 - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
 - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.

24. Confidentiality of Material.

- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.

26. Ownership Rights and Copyright. The STATE shall have complete ownership of all ~~electronic images created by scanning tangible documents containing STATE and/or Agency information, and all reports and other documentation, photographs, images, impressions, and other materials (tangible and intangible) material~~, both finished and unfinished, which ~~is-are~~ developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. ~~The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.~~

27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- The cost or pricing data, and
 - A state contract, including subcontracts, other than a firm fixed-price contract.
29. ~~Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.~~
- ~~If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.~~
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
 - The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against ~~all~~ liability, loss, damage, cost, and expense, including ~~all~~ attorneys fees, and ~~all~~ claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. Notwithstanding anything to the contrary herein, the CONTRACTOR shall have no obligation under this Section to the extent any claim is based on or arises out of any (i) Services performed using STATE or Agency assets, STATE or Agency content, or other materials provided to the CONTRACTOR by the Agency for which the Agency failed to provide sufficient rights to the CONTRACTOR; (ii) infringement by Services resulting from the Agency's direction, specification or design, (iii) modification or alteration to such products or Services not approved in writing by the CONTRACTOR; (iv) any combination or use of the products or Services not approved in writing by the CONTRACTOR; (v) use of the products or Services not in accordance with the applicable documentation; or (vi) the Agency's failure to use corrections or enhancements to the products provided by the CONTRACTOR. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any ~~such~~ infringement or improper or unauthorized use for which the CONTRACTOR is responsible, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable

to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference, provided that the CONTRACTOR has been provided with the procurement rules, and to the extent accepted by the CONTRACTOR.
- ~~37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.~~
- 38.37. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 39.38. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
- 40.39. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
- 41.40. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
- 42.41. Confidentiality of Personal Information.

a. Definitions.

"Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- (1) Social security number;
- (2) Driver's license number or Hawaii identification card number; or

- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
 - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract, if the breach is determined to be incurable.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.

Attachment G – RFP 14-14 MPS

Attachment A – Participation
Addendum (Hawaii) with
Redline Changes

ATTACHMENT A

PARTICIPATING ADDENDUM

(hereinafter "Addendum")

For

REGION 4 EDUCATION SERVICE CENTER (MANAGED PRINT SOLUTIONS)

VENDOR CONTRACT NO. R###

(hereinafter "Vendor Contract")

Between

Insert Contractor Name

(hereinafter "Contractor")

and

State of Hawaii

(hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contract No. (add PL No.##)

This Addendum will add the State of Hawaii as a Participating State to purchase from the Region 4 Education Service Center ("Region 4 ESC") Vendor Contract R### with (insert contractor).

1. Scope:

This Addendum covers Region 4 ESC Managed Print Solutions led in partnership with the Cooperative Purchasing Network "TCPN" for use by itself, the State of Hawaii and all its state and local government entities, and non-profit organizations (herein "Participating Agencies").

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval of its respective Chief Procurement Officer, will be allowed to purchase from the Vendor Contract. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the State Procurement Officer price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Agency.") Issues of interpretation and eligibility for participation are to be determined solely by the Administrator, State Procurement Office.

3. Changes: (Replace with specific changes or statements that no changes are required)

A. Usage Reports. Contractor shall submit a quarterly gross sales report (including zero dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 6 (or as amended) in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name
Date of Purchase
Product/Service Description
Quantity

Unit of Measure
Item No. Part Number (if applicable)
~~MSRP List Price~~
~~Contract Price~~

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the rights and duties of the parties to this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-conditions.pdf> Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS §103D-316, the State of Hawaii, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of the Vendor Contract and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS §11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the Contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchase by State of Hawaii government entities under this Vendor Contract is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by State of Hawaii's Participating State's executive departments/agencies, (excluding the Department of Education, the Hawaii Health Systems Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit, or issue a purchase order.

Contractor shall forward original invoice(s) directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS §103-10, Hawaii and any agency of the State of Hawaii or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS §103-10.

- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in Hawaii, Contractor is required to comply with all laws governing entities doing business in the State, including the following HRS chapters.
 - 1. Chapter 237, General Excise Tax Law;
 - 2. Chapter 383, Hawaii Employment Security Law;
 - 3. Chapter 386, Workers' Compensation;
 - 4. Chapter 392, Temporary Disability Insurance;
 - 5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the State of Hawaii and shall continue for the term set forth in the Vendor Contract.

4. Licensing

Offerors(Bidders) and Contractors must be properly licensed and capable of performing the Work as described in the RFP(IFB), at the time of submission of the Proposal(Bid), in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

5. Lease Agreements:

Leasing is authorized by this Addendum.

6. Primary Contact:

The primary contact individuals for this Addendum are as follows (or their named successors):

Participating State:

Name:

Address: State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813

Telephone:

Fax:

E-Mail:

Contractor

Name:

Address:

Telephone: Fax:

E-Mail:

7. Subcontractors:

Subcontractors are allowed under this Addendum.

8. Freight Charges (unless otherwise stated in the vendor contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B destination with all transportation and handling charges paid by the Contractor.

Responsibility and liability for loss or damages will remain with Contractor until ~~final inspection and delivery~~ acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges

9. Purchase Order and Payment Instructions:

All purchase orders issued by Hawaii Agencies under this Addendum shall include the State of Hawaii contract number: SPO Price List Contract No., Vendor Contract No., and the Vendor ~~TCPN~~ Region 4 ESC Contract # R .

- Purchase Orders and Payments shall be made to ~~(add contractor name)~~ Xerox or authorized subcontractors, if any.

10. Participating Entity as Individual Customer:

Each Hawaii Participating Agency shall be treated as an individual customer. Except to the extent modified by this Addendum, each Hawaii Participating Agency will be responsible to follow the terms and conditions of the Vendor Contract; and will have the same rights and responsibilities for their purchases as Region 4 ESC has in the Vendor Contract. Each Hawaii Participating Agency will be responsible for its own charges, fees, and liabilities. Each Hawaii Participating Agency will have the same rights to any indemnity or to recover any costs allowed in the Vendor Contract for their purchases. The Contractor will apply the charges to each Hawaii Participating Agency individually.

11. Entire Contract:

This Addendum and the Vendor Contract set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Vendor Contract, and supersedes any prior 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, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Vendor Contract, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor: Contractor
Signature:	Signature:
Name: SARAH ALLEN	Name:
Title: Administrator, SPO	Title:
Date:	Date:

APPROVED AS TO FORM:

Deputy Attorney General

ATTACHMENT B (XEROX'S TCPN-CONTRACT NO. R171406 EQUIPMENT ONLY PRICING FOR ARLINGTON COUNTY)

#	Xerox Model	Type		Monthly Payment	BW Prints Included Monthly	BW Print Rate	BW LG Print Rate	Color Prints Included Monthly	Color Print Rate	Color LG Print Rate	Color XL Print Rate	Managed Print Services Option	Pooling Allowed	Staples Included
1	C8030H	MFD	BW & Color	\$ 119.98	0	\$.0066	NA	0	\$.0496	NA	NA	Yes	Yes	Yes
2	C8035H	MFD	BW & Color	\$ 122.04	0	\$.0060	NA	0	\$.0496	NA	NA	Yes	Yes	Yes
3	C8045H	MFD	BW & Color	\$ 129.38	0	\$.0060	NA	0	\$.0496	NA	NA	Yes	Yes	Yes
4	C8055H	MFD	BW & Color	\$ 135.98	0	\$.0060	NA	0	\$.0496	NA	NA	Yes	Yes	Yes
5	C8070H	MFD	BW & Color	\$ 155.61	0	\$.0056	NA	0	\$.0406	NA	NA	Yes	Yes	Yes
6	B7025H	MFD	BW Only	\$ 85.10	0	\$.0066	NA	NA	NA	NA	NA	Yes	Yes	Yes
7	B7030H	MFD	BW Only	\$ 87.10	0	\$.0066	NA	NA	NA	NA	NA	Yes	Yes	Yes
8	B7035H	MFD	BW Only	\$ 98.46	0	\$.0066	NA	NA	NA	NA	NA	Yes	Yes	Yes
9	B8045H	MFD	BW Only	\$ 124.30	0	\$.0056	NA	NA	NA	NA	NA	Yes	Yes	Yes
10	B8055H	MFD	BW Only	\$ 128.41	0	\$.0056	NA	NA	NA	NA	NA	Yes	Yes	Yes
11	B8065H	MFD	BW Only	\$ 135.15	0	\$.0054	NA	NA	NA	NA	NA	Yes	Yes	Yes
12	B8075H	MFD	BW Only	\$ 139.36	0	\$.0053	NA	NA	NA	NA	NA	Yes	Yes	Yes
13	B8090H	MFD	BW Only	\$ 161.30	0	\$.0053	NA	NA	NA	NA	NA	Yes	Yes	Yes
14	D95CP	MFD	BW Only	\$ 255.88	0	\$.0036	NA	NA	NA	NA	NA	Yes	Yes	Yes
15	B610DN	Printer Only	BW Only	\$ 27.37	0	\$.0085	NA	NA	NA	NA	NA	Yes	Yes	Yes
16	3610DN	Printer Only	BW Only	\$ 14.87	0	\$.0129	NA	NA	NA	NA	NA	Yes	Yes	Yes
17	WC3655X	MFP	BW Only	\$ 37.92	0	\$.0105	NA	NA	NA	NA	NA	Yes	Yes	Yes
18	5550DN	Printer Only	BW Only	\$ 51.22	0	\$.0080	NA	NA	NA	NA	NA	Yes	Yes	Yes
19	C400DN	Printer Only	BW & Color	\$ 15.00	0	\$.0149	NA	0	\$.0990	NA	NA	Yes	Yes	Yes
20	WC6655X	MFP	BW & Color	\$ 37.54	0	\$.0135	NA	0	\$.0796	NA	NA	Yes	Yes	Yes
21	B405DN	MFP	BW Only	\$ 44.53	0	\$.0129	NA	NA	NA	NA	NA	Yes	Yes	Yes
22	B400DN	Printer Only	BW Only	\$ 21.12	0	\$.0129	NA	NA	NA	NA	NA	Yes	Yes	Yes
23	C405DN	MFP	BW & Color	\$ 47.78	0	\$.0179	NA	0	\$.0990	NA	NA	Yes	Yes	Yes
24	D110CP	MFD	BW Only	\$ 489.54	0	\$.0036	NA	NA	NA	NA	NA	Yes	Yes	Yes
25	D125CP	MFD	BW Only	\$ 631.45	0	\$.0036	NA	NA	NA	NA	NA	Yes	Yes	Yes
26	D136CP	MFD	BW Only	\$ 735.18	0	\$.0036	NA	NA	NA	NA	NA	Yes	Yes	Yes
27	FFSRV	Controller for D95CP/D110CP/D125CP	BW	\$ 221.41	NA	NA	NA	NA	NA	NA	NA	Yes	NA	NA
28	FFSRVR136	Controller for D136CP	BW	\$ 240.77	NA	NA	NA	NA	NA	NA	NA	Yes	NA	NA
29	V180P	Production Printer	Color & BW	\$ 2,097.62	0	\$.0115	NA	0	\$.0429	\$.0058	\$.0429	Yes	No	No
30	V180EXP	Print Server for V180P	Color & BW	\$ 582.08	NA	NA	NA	NA	NA	NA	NA	Yes	NA	NA
31	V3100	Production Printer	Color & BW	\$ 3,161.17	0	\$.0115	NA	0	\$.0452	\$.0116	\$.0452	Yes	No	No
32	EX3100	Print Server for V3100	Color & BW	\$ 854.16	NA	NA	NA	NA	NA	NA	NA	Yes	NA	NA
33	DPS157	Production Printer	BW Only	\$ 4,261.27	0	\$.0057	NA	NA	NA	NA	NA	Yes	No	No
34	DPS200	Production Printer	BW Only	\$ 8,607.05	500,000	\$.0057	\$.0012	NA	NA	NA	NA	Yes	No	No
35	IFFMKR	Software for DPS157 and DPS200	BW	\$ 570.82	NA	NA	NA	NA	NA	NA	NA	Yes	NA	NA
36	XC1000I	Production Printer	Color & BW	\$ 3,745.11	0	\$.0115	\$.0115	0	\$.0429	NA	NA	Yes	No	No
37	EXC1000I	EFI Print Server for XC1000I	Color & BW	\$ 1,051.40	NA	NA	NA	NA	NA	NA	NA	Yes	NA	NA

Notes:

- Pricing Shown is for Equipment Only and is based on a 60-Month Term.
- For items # 1 through 13, the configuration Includes Copy/Print/Fax/Scan Capability; Four Standard Paper Trays; Finisher (Office Finisher for items # 1-4 and # 6-12; BR Finisher for item # 5; HV Finisher & Multi Position Stapler for item # 13), Convenience Stapler; 3-Hole Punch; 1-Line Fax; and PostScript Kit for items # 6, 7 and 8.
- For item # 14, the configuration Includes Copy/Print/Scan Capability; 100 PPM Kit; Four Standard Paper Trays; D4 Stapler Finisher with 2-3 Hole Punch; Bypass Chute; Standard Install; and Convenience Stapler.
- For items # 15, 16, 18, 19 and 22 are Printers Only and the configuration includes Print Capability; the Standard Paper Trays; and Carrier Delivery/Install.
- For items # 17, 20, 21 and 23, the configuration includes Copy/Print/Fax/Scan Capability; the Standard Paper Trays; and Carrier Delivery/Install.
- For items # 24, 25 and 26, the configuration includes Copy/Print/Scan Capability; Four Standard Paper Trays; D4 Stapler Finisher with 2-3 Hole Punch; Bypass Chute; and Standard Install.
- For items # 27 and 28, the configuration includes the Controller Stand; and Server License.
- For item # 29, the configuration includes the Envelope Support Kit; GBC Advanced Punch Pro; V80 2 Tray Advanced OHCF; FreeFlow VI Compose; XLS Support Kit; and Production Ready Book Maker and Interposer, 2/3 Punch and Square Fold Trimmer.
- For item # 31, the configuration includes the Envelope Support Kit, GBC Advanced Punch Pro, Trimmer/Buffer Module, FreeFlow VI Compose, XLS Support Kit, and Production Ready Book Maker, Interposer, 2/3 Punch and Square Fold Trimmer.
- For item # 33, the configuration includes the 2nd Toner Bottle Kit, Basic Finisher Module, Top Cover High and Low, 2nd Feed Module 4 Tray, Feed Module 4 Tray, Imposition License, Left Insert Module 2-Tray, Image Quality Pack, Productivity Pack, PostScript & PPML Software and FreeFlow VI Compose.
- For item # 34, the configuration includes 2nd Toner Bottle Kit, Basic Finisher Module, Top Cover High, 2nd Feed Module 4-Tray, Imposition License, Insertion 2T 19.3", PostScript S/W License and FreeFlow VI Compose.
- For item # 35, the configuration includes PPS Set Labeling.
- For item # 36, the configuration includes the 5th Color Housing Kit, Clear SDI Starter Kit, BMF with 2/3 Hole Punch Stapler, Interface Module, 2 Tray OHCF 800/1000 and Square Fold Trimmer.
- For item # 37, the configuration includes EFI 5th Color Enablement, Compose with LAC and Impose with LAC.