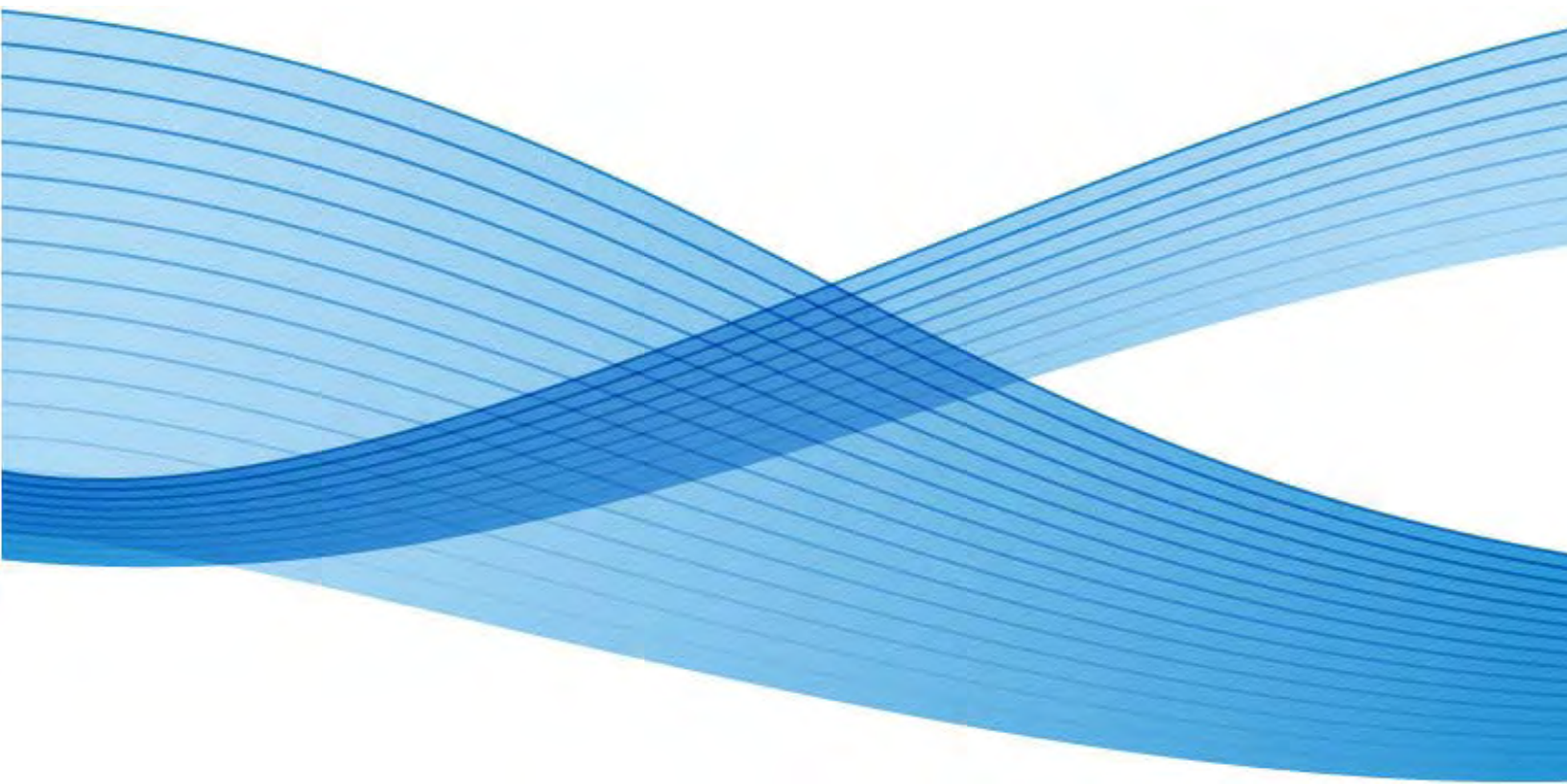




Xerox Response  
For Copiers & Printers  
Solicitation Number 10-02  
TCPN  
The Cooperative Purchasing  
Network



This page intentionally left blank.



XEROX CORPORATION  
Danny Harris  
Account General Manager  
for Texas and Oklahoma  
8700 Freeport Parkway  
Suite 120  
Irving, Texas 75063

[danny.harris@xerox.com](mailto:danny.harris@xerox.com)  
214-277-6095

April 20, 2010

Jason Wickel  
Director of TCPN  
The Cooperative Purchasing Network  
7145 West Tidwell Road  
Houston, Texas 77092

Dear Mr. Wickel:

On behalf of XEROX CORPORATION, we are pleased to submit this response to the Request for Proposal Number 10-02. I have been designated by Xerox as the person responsible for the development of the Proposal and the person with authority to negotiate and execute the contract if awarded to Xerox. My contact information is as follows:

XEROX CORPORATION  
Danny Harris  
Account General Manager for Texas and Oklahoma  
8700 Freeport Parkway  
Suite 120  
Irving, Texas 75063

[danny.harris@xerox.com](mailto:danny.harris@xerox.com)  
214-277-6095

Our proposal will remain in effect for 180 days after the Proposal Opening Date of April 20, 2010.

Xerox Corporation is a \$17 billion technology and services enterprise that is financially strong and well positioned to support this contract both now and well into the future.

J.D. Powers and Associates 2009 Office Copier Usage and Customer Satisfaction Study has now ranked Xerox as number 1 in customer satisfaction for the fourth straight year.

In addition to providing high quality equipment at the terms requested by TCPN in the RFP, Xerox is uniquely positioned to sustain a high level of support after the order. Xerox is organized around our public sector customers. We have a dedicated Public Sector Operation (PSO) throughout the United States. This alignment insures that the support staff is extremely knowledgeable concerning the customers we support and the PSO specific solutions we bring to the market. In Texas alone we have approximately 150 Sales Representatives dedicated to the Public Sector, 364 Customer Service Engineers, 23 Technical Service Specialists, 38 Analyst, 544 on-site DocuCare Associates and 15 first line Service Managers all adding value to our customers' environments.

Having a dedicated Public Sector Organization provides Xerox with a distinct advantage in quickly and effectively deploying the strategy and support necessary for successful implementation and ongoing support



of a contract of this nature. This organization already understands the customers they support. They are accustomed to working with and understanding the value of a state contract. Additionally, the communication process is already in place to deliver the necessary training on the scope and terms of the contract, if awarded.

At Xerox, sustainability is our way of doing business. We have aligned our goals for the environment and health and safety in five key areas to make an impact across our value chain worldwide. Together with our suppliers, customers, and stakeholders we strive to maintain the highest standards to preserve our environment and protect and enhance the health and safety of our employees and communities.

The Xerox Environment Health and Safety (EH&S) organization ensures company-wide adherence to Xerox's environment health and safety policy. The governance model we use to accomplish this includes clearly defined goals, a single set of worldwide standards, and an audit process that ensures conformance to these requirements. Our EH&S governance and policy, adopted in 1991, forms the foundation of our environmental leadership program.

You can be confident in Xerox's ability to perform the Services required by this contract with excellence if awarded a contract by TPASS. Again, on behalf of Xerox, thank you for your consideration of our offer. We look forward to discussing our proposal in greater detail in the near future.

A handwritten signature in black ink that reads "Danny G. Harris".

Danny G. Harris

Account General Manager,  
State of Texas and Oklahoma  
Public Sector Operations

# Table of Contents

Executive Summary .....	2
<b>Tab 1: Vendor Contract &amp; Signature Form .....</b>	<b>13</b>
Xerox Terms & Conditions .....	18
Xerox Managed Services Terms & Conditions.....	29
Xerox Service & Solutions Agreement.....	38
Corporate Board Authorization for Danny Harris.....	44
<b>Tab 2: Questionnaire .....</b>	<b>45</b>
<b>Tab 3: Company Profile .....</b>	<b>48</b>
State of Texas Registration .....	67
MWBE/Subcontracting Letter.....	69
<b>Tab 4: Products / Services.....</b>	<b>71</b>
<b>Tab 5: References.....</b>	<b>80</b>
Experience and References – Cities, Counties, Political Subdivisions .....	80
Experience and References – K-12 .....	82
Additional References .....	85
<b>Tab 6: Pricing .....</b>	<b>90</b>
<b>Tab 7: Miscellaneous .....</b>	<b>106</b>
ACS/XEROX a Xerox Company .....	106
Examples of Xerox Sponsored Events .....	127
Xerox and Document Security .....	128
Xerox Services .....	132
<b>Xerox Attachments .....</b>	<b>173</b>
Attachment One: Xerox Organizational Charts .....	173
Attachment Two: Xerox Locations (Nationally) .....	182
Attachment Three: Xerox Insurance Certificate .....	194
Attachment Four: Case Studies .....	196
Attachment Five: Xerox Total Satisfaction Guarantee .....	214



# Executive Summary

## New Offerings for TCPN RFP:

**Xerox is expanding its offering to include all states in the United States!!**

**In addition to Purchase and Lease options, Xerox is expanding our offering to include a rental option that includes the ability to cancel for any reason in 30 days!!**

**Xerox is also pleased to include the capabilities of Affiliated Computer Services (ACS) a Xerox company!! Xerox has been known for managing documents and now we have enhanced our offerings in managing imaging, document creation, workflow, business processes, etc!**

ACS is a \$6.5 billion company with revenue growth of 6 percent and new business signings of \$1 billion in annual recurring revenue during its fiscal 2009. The company's 74,000 people support thousands of multi-national corporations and government agencies. They're an impressive, well-run company and a great fit with ours.

The size of the acquisition should get your attention, but it's a small part of the significance of today's news. Here's a little more background.

### **Background on ACS**

Although you may not recognize the ACS name, chances are you or people you know have been touched by the company. ACS's expertise is in managing paper-based work processes and providing specialized BPO and information technology services for industries that range from telecommunications, retail and financial services to healthcare, education and transportation. Consider this:

- They process over 1 million credit card applications annually.
- They process \$3 billion in electronic toll collections annually, including the popular E-Z Pass system in the U.S.
- They handle insurance claims for 36 million people annually.
- They process \$170 billion in student loans each year.
- They handle 1 million phone calls a day to provide support in areas like H.R. administration and customer service.

You get the point. They are the largest provider of managed services to government entities in the United States and a major player in just about every sector of business and industry. You might want to check out their [Website](#) and this [video link](#), which gives a great overview of ACS's business.

Business process outsourcing is estimated to be a \$150 billion market, growing at a rate of 5 percent per year. All market trends and emerging customer demands point to BPO as a highly attractive market for companies like ours.

### **Good for Xerox, Good for ACS, Great for TCPN, Great for our Customers!**

By acquiring ACS, we will triple our revenue from services, from \$3.5 billion in 2008 to an estimated \$10 billion in 2010. And of course, we will become a much larger company - - boosting revenues to \$22 billion, \$17 billion of which is recurring revenue from multi-year contracts.



**In addition, Xerox will continue to provide these other outstanding benefits!**

**Xerox has 255+ sales representatives across the State of Texas with K-12 and other governmental entities in their assignments!**

**Approximately 120+ of the representatives are exclusively dedicated to the Public Sector and are highly skilled in government applications and solutions!**

**All Xerox products and value added services are included in this offering, and any non Xerox products or services that comprise a Xerox solution are also included.**

**Xerox has a proven record of success in partnering with TCPN and the government entities using the TCPN contract!**

**Xerox is the number 1 revenue producing vendor on the TCPN contract producing in excess of 18 million dollars in sales in 2009!**

**We have attached our latest financial report for your review. Xerox's financial position is strong. Our revenue and profits continue to meet or exceed analyst expectations, as evident by our escalating stock performance. According to financial analyst, many companies in this industry are struggling financially while Xerox continues to flourish. We attribute this to having the best product and services offering in the industry. Xerox provides the best value.**

**You will find a price schedule for Xerox products and value added services. Our Sales Representatives will be empowered to pass through any additional discounts available such as trade-in promotions, local and national and temporary promotions, and special financing promotions.**

**Xerox will add any new products and services as soon as they are offered. This will provide the users of the TCPN contract with the latest technology.**

**Xerox has no product gaps in their technology, and provides benchmark products from printers to customized solutions.**

**Xerox has customized enterprise solutions designed for government customers (i.e. school to career, Imaging, Xerox Office Services, Xerox device management, Enterprise print management, Xerox production services, etc.)**



**Xerox has more than 6,000 Service Representatives. Xerox offers the largest, best trained and best equipped service organization in the Document Processing and Systems industry!**

**Xerox is the only vendor that provides a separate controller for each function (i.e. copy, print, fax, and scan) of our multi function units. This provides these units with the ability to produce different jobs at the same time (i.e. copy and scan, print and fax, etc.) Please see the BLI Productivity Test Results. This also provides greater uptime as well!**

**Xerox is the highest rated technology leader on the Gartner Research: Magic Quadrant for Multifunction Products!**

**Xerox provides you with one vendor who is responsible for manufacturing, sales, service, financing, billing, etc.!**

**Xerox spends in excess of 1.5 billion dollars each year in Research and Development. Because of this expenditure, Xerox has replaced 95% of all of our units in the past two years and continues to lead the industry!**

**Xerox backs all of this up with an award winning Xerox Total Satisfaction Guarantee that states:**

**“If you are not totally satisfied with any Xerox equipment ordered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities.**

**This guarantee will be effective for 3 years following initial Equipment delivery, unless the equipment is financed by Xerox for more than 3 years, in which event it will be effective during the entire term of Xerox financing (except for certain previously-installed models which receive coverage for one year). This guarantee applies only to equipment which has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance agreement.”**

**In summary, Xerox provides TCPN and our customers with “Best in Class” in every area!**

**The following brochure outlines key Xerox advantages.**



**XEROX®**

Technology | Document Management | Consulting Services

print | copy | scan | email | fax

**Xerox Office Color and Black-and-White  
Multifunction Systems (21 to 87 ppm)**

There is a difference...



...And Xerox proves it.



# real...

Choosing your office multifunction system is not an easy task. There's a lot to consider. You can compare features. You can compare prices. Many of the specifications may appear similar, but the actual performance of the machines varies widely. How can you know for sure how a multifunction system stands up to the demands of your office? Put them in the same room, on the same network, and run them head to head.

*Xerox put them to the test. And when it comes to real productivity, performance and reliability, there is a world of difference with Xerox!*

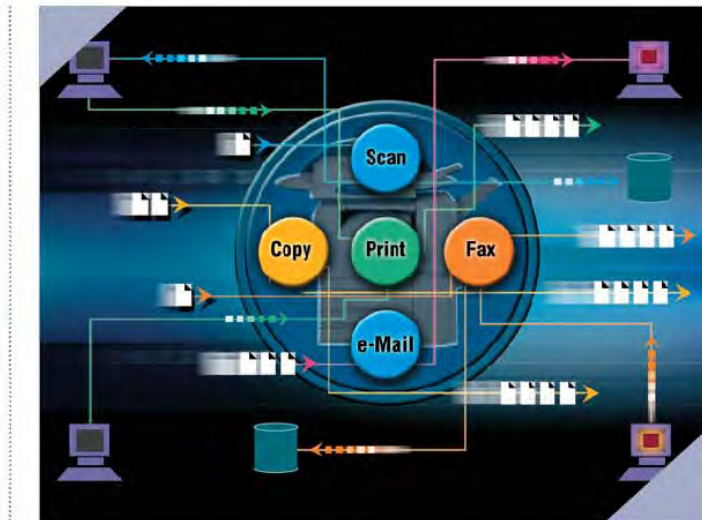


# ...productivity, performance and reliability

# The Performance Difference

## 1 Smart Controller Architecture

The Xerox controllers enable true multitasking. They do five tasks at once: RIP, receive, program ahead, process queue and transmit, delivering benchmark productivity, performance and reliability.



## 2 Color Technologies

Xerox Office Color technologies borrow from our industry leading production class products. These market-proven technologies provide color accuracy, high reliability and excellent printing and copying performance. For example:

- Trickle Charge Development releases fresh developer material into the system along with toner, providing optimum image quality.
- Emulsion Aggregation-High Gloss toner (EA-HG) is a unique method for producing toner particles at a specific size and shape to provide efficient transfer of toner to the page with excellent fine line detail. EA-HG does not require fuser lubricant, eliminating streaking of images.
- Intermediate Belt Transfer (IBT) is a process that fully creates the image on an electrostatic belt and then transfers it to the media in a single pass, resulting in excellent color-to-color registration.
- Belt Nip Fusing allows paper to be in contact with heat and pressure elements for a longer period of time, speeding up the fuser warm-up time and allowing toner to adhere more effectively to different types of media.

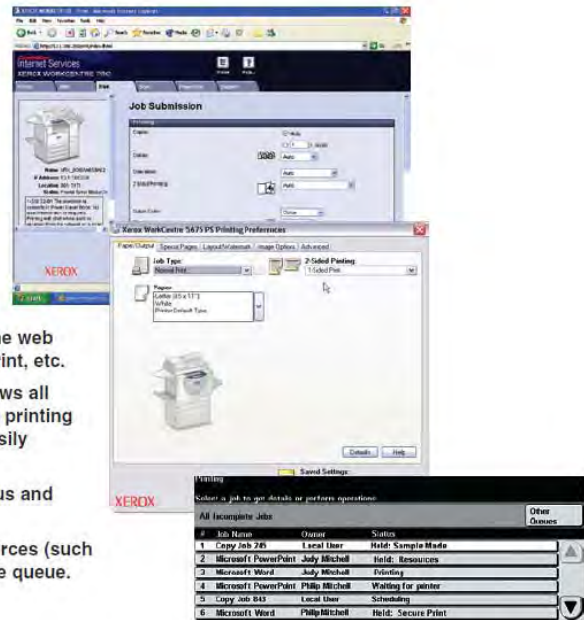




## 5 Smart Job Processing

When workers don't know where their jobs are, the result is wasted time, wasted paper, missed deadlines and costly calls to the IT Help Desk. The Xerox Smart Controller supports a wide range of features that keep users informed at their desktops, at the device, even over the Internet:

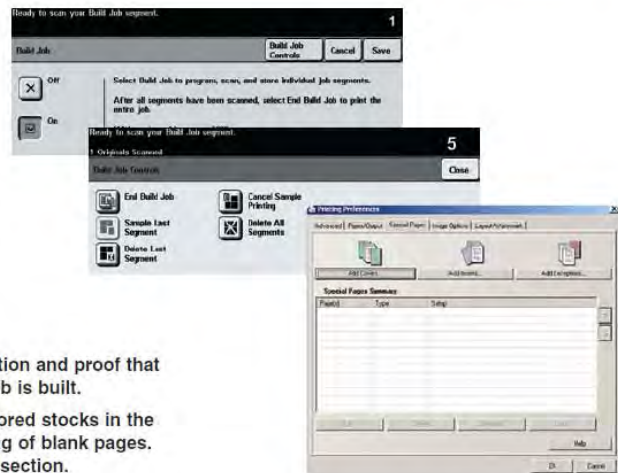
- Simple and easy print job submission directly from the web with job attributes, such as, stapling, duplex, delay print, etc.
- Job Queue Management at the device or desktop shows all jobs (copy, print, fax and scan) so users know what's printing and where their jobs are at all times. And they can easily promote, release or delete them.
- Bi-directional print drivers provide users current status and device feedback, Just in Time.
- A "print around" capability holds a job needing resources (such as a different paper size) and prints the next job in the queue. It doesn't shut down, it keeps working!



## 6 High Value Job Assembly

Think complex documents are too complicated to handle in-house? Xerox has a very robust and easy-to-use Build Job copy/scan and Exception page programming print driver feature that enables special programming for different pages in a document. Complex jobs can be easily completed in-house, saving the time and cost of external production.

- Sample Last Segment lets users program a section and proof that section independently, fixing mistakes as the job is built.
- Mix single-sided, double-sided and multiple-colored stocks in the same job with no page counting and no inserting of blank pages. Select precise settings and formats, section by section.
- Special pages print driver selections allow you to program/set up (covers, inserts, tabs, staples, color paper, etc.) your complete job right from your desk. You can also view a summary of your selections and edit prior to print.\*



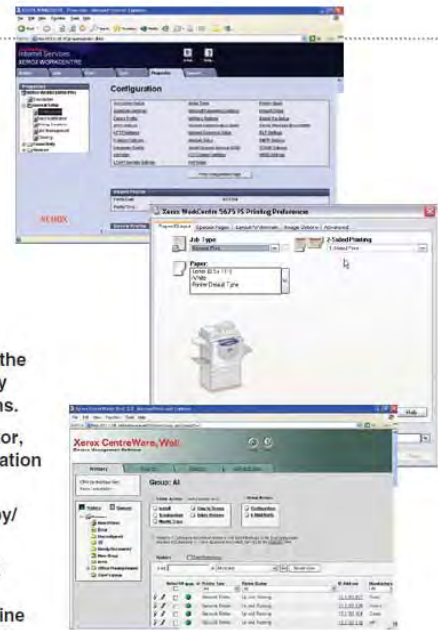
\* Available on WorkCentre 5632 / 5638 / 5645 / 5655 / 5665 / 5675 / 5687 and WorkCentre 7328 / 7335 / 7345.

# The Network Difference

## 7 Device Management

A multifunction solution has to be a great network citizen – easy to install, administer, troubleshoot and maintain. And it has to be intuitive for users to operate. Xerox WorkCentre multifunction systems make life easy for IT people:

- Bi-directional print drivers provide users with the status of a device, the resources that are available and what's happening with jobs currently printing Just in Time and with email or dialog/pop-up box notifications.
- CentreWare® Internet Services make it easy to remotely set up, monitor, use and maintain WorkCentre multifunction devices from any workstation securely using HTTPS-secure device administration.
- Xerox Standard Accounting allows you to track all device usage (copy/print/fax/scan) without any third-party software or peripherals.
- CentreWare Web proactively manages an entire enterprise-wide print environment regardless of manufacturer or vendor. It provides the information and control needed to anticipate problems, reduce machine downtime, minimize user frustration and reduce calls to the Help Desk.
- Smart eSolutions provide hassle-free, hands-free, secure automatic meter reads and supply replenishment.



## 8 Scanning

A multifunction system equipped with powerful scanning capabilities allows efficient organization, editing and distribution of information.

- Excellent scan compression using Mixed Raster Content (MRC) and JBIG2 significantly reduces file sizes, ensuring faster processing, reducing network load and maximizing server storage space with smaller files to store.
- Advanced OCR capabilities provide higher percent accuracy with 10+ output formats.
- Scan Build Job capability enables those large scan jobs.
- Secure scan to file transmissions are made using HTTPS (SSL).
- SMARTsend complete scanning solution, built on the industry standard Microsoft.net platform, automates document capture, conversion and routing to multiple destinations in a single scan. Integrated authentication and multiple scan confirmation methods available.
- Easily find your scanned documents with text searchable PDFs and ability to add metadata features.



9

**Security**

With increasing regulations surrounding privacy, document security is one of the greatest challenges faced by IT personnel and users in the market today. Xerox digital security solutions lock down confidential information to make sure it doesn't fall into the wrong hands. Xerox systems, software and services comprehend and support internationally recognized security standards and the latest governmental security regulations:

• **Security features perform as follows:**

- **Secure Access Unified ID System™** enables card-based user authentication for secure device access and usage tracking.
- **SNMPv3 support** enables network management of Xerox devices via SNMP-compliant applications.
- **IEEE 802.1x support** ensures devices connected to the network are properly authenticated.
- **Hide Print Job Name in Queue** keeps confidential jobs private by preventing the names of documents in the print queue from appearing on the device's front panel display.
- **Embedded Fax** prevents unauthorized device access via the fax subsystem because it is internally separated from network functions.
- **Image Overwrite** eradicates data by overwriting the disk surface with patterns of data. There are three Image Overwrite settings: **Immediate Job Overwrite**, which occurs automatically upon job completion; **On-demand Job Overwrite**, which is specified by the administrator to overwrite data on a job-by-job basis; and **Scheduled Job Overwrite**, which eliminates data at time intervals established by the administrator.
- **Device Access Password Protection** ensures administrative set-up screens and remote network settings cannot be viewed or altered without a PIN.\*
- **Secure Print** prevents unauthorized viewing by holding jobs in queue until a PIN is entered, releasing documents to printing.
- **Network Authentication** restricts access to scan, email and network fax features by validating user names and passwords prior to use with Audit Log capabilities to know who sent what and when.
- **IP Address Restriction (IP filtering)** controls communications with specific network clients.
- **Secure Scan** files transmissions using HTTPS (SSL).
- **Secure Print** job submission utilizes IPsec.
- **Secure Device Administration** with HTTPS is enabled through CentreWare Internet Services (CWIS).



**Common Criteria Certification**

The Xerox WorkCentre 7675 multifunction device complies with the Common Criteria for IT Security Evaluation (ISO/IEC 15408), an internationally recognized set of standards that provides third-party validation of manufacturers' security claims for IT products and systems. Unlike other office companies that certify specific parts or systems, Xerox is the only manufacturer to receive certification for the entire device.

## The **Reliability** Difference

10

**SMart Kit™**

When it comes to multifunction system performance and reliability, the number one customer concern is uptime. Xerox has innovative solutions to deliver breakthrough uptime and reliability.

- Through advanced design and engineering, the device predicts and prevents downtime. It tells you ahead of time when to replace a component, allowing you to significantly reduce downtime.
- The most frequently replaced items are integrated into simple SMart Kit™ Replaceable Units.
- Changing a SMart Kit is as easy as replacing a print cartridge on a desktop printer.



# Why Xerox?

For more information, call  
**1-800-ASK-XEROX** or visit  
 us at [www.xerox.com/office](http://www.xerox.com/office)

When it comes to multifunction productivity, performance and reliability, there is a difference, and Xerox proves it. Plus, Xerox has:

- A complete array of award-winning office products, software and services.
- Based on independent tests, the most productive products in the office.
- Twelve products that are NIAP Common Criteria Certified. The security of customer data flowing through multifunction systems is a critical Xerox priority.
- Xerox technologies deliver office products that are exceptional in their ability to render beautiful, accurate image quality with very high print resolution
- Devices produced with the highest standard of quality and reliability, receiving awards from independent consultants.
- Applications and solutions expertise through Xerox Global Services with specialization in the areas of document management, business-process improvement and managed services.
- A wide range of integrated scanning, e-mail, fax and accounting solutions provided by Xerox Business Partners. These solutions enable you to leverage your investment, increase functionality and improve productivity.
- The ability to provide a global service and support infrastructure and genuine Xerox parts.
- A Total Satisfaction Guarantee.



**DocuColor**  
242/252/260

**Editor's Choice**  
2007 High-Volume  
Printer Guide,  
July 2007



**WorkCentre® 7345**

**Exceptional Rating**  
BERTL  
5-Star,  
August 2007



**CopyCentre® /  
WorkCentre® /  
WorkCentre Pro**  
232 / 245

**Editor's Choice**  
Better Buys for Business  
2006 Mid-Volume  
Copier & Multifunctional  
Guide, May 2006



**WorkCentre 7132**

**Pick of the Year**  
Buyer's Laboratory Inc.  
*Outstanding Multi-Pass  
Business Color MFP*,  
Fall 2006



**Editor's Choice**  
Better Buys for Business  
2007 Color Copier  
Guide, December 2006



**Highly  
Recommended**  
BERTL  
4-Star Rating,  
March 2007



**CopyCentre® /  
WorkCentre® /  
WorkCentre Pro**  
255 / 265 / 275

**Editor's Choice**  
Better Buys for Business  
2006 High Volume  
Copier & Multifunctional  
Guide, October 2005

## Other Awards/Ratings

- **WorkCentre 5632** – *Better Buys for Business* – 2007 Editor's Choice – Mid-Volume Copier Guide, July 2007
- **DocuColor 250** – *Digital Imaging Marketing Association* – Digital Printer Shoot-Out Award, Digital Press Category, March 2007
- **Peak Alliance Program** – *VAR Business* – 5 (out of 5) Stars, 2007 Partner Program Guide and Directory
- **DocuShare 4.0.1** – *InfoWorld* – Best Document Manager, January 2006
- **DocuShare** – *KM World* – Top 100 Trend – Setting Products of 2005, September 2005
- **DocuShare** – *KM World* – 2007 Readers' Choice Awards, leader in "Image/Forms/Document Capture" category



# Tab 1: Vendor Contract & Signature Form

## **TAB 1- VENDOR CONTRACT AND SIGNATURE FORM**

**VENDOR CONTRACT**  
Between **Xerox Corporation** and  
**THE COOPERATIVE PURCHASING NETWORK (TCPN)**  
For  
**Copiers & Printers**

The following pages will constitute the contract between the successful vendor(s) and The Cooperative Purchasing Network (hereinafter referred to as "TCPN"), having its principal place of business at 7145 West Tidwell, Houston, TX 77092. Respondent shall include in writing any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TCPN, they will be incorporated into the final contract

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.

### **GENERAL TERMS AND CONDITIONS**

#### **1. Customer Support**

The vendor shall provide timely and accurate technical advice and sales support to TCPN staff and TCPN participants. The vendor shall respond to such requests within one (1) working day after receipt of the request.

#### **2. Assignment of Contract**

No assignment of contract may be made without the prior written approval of TCPN. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN.

Awarded vendor is required to notify TCPN when any material change in operations is made that may adversely affect TCPN's members, (i.e. bankruptcy, change of ownership, merger, etc.)

#### **3. Disclosures**

Respondent 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 respondent 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.

#### **4. Renewal of Contract**

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the vendor. TCPN shall review

the contract prior to the renewal date and notify the current awarded vendor each year of the contract renewal. Awarded vendor shall honor the administrative fee for any sales occurred beyond 30 days on any sales made based on a TCPN contract whether awarded a renewal or not. TCPN reserves the right to request updated financial data on awarded companies at the renewal date or any other time as indicated by current market conditions.

#### **5. 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 a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

#### **6. Ordering Procedures**

Purchase orders are issued by participating entities to the awarded vendor stating “*Per TCPN Contract*”.

#### **7. Shipments (if applicable)**

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

#### **8. 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.

#### **9. Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

#### **10. Reporting**

The awarded vendor shall electronically provide TCPN with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Contracts are reviewed monthly; failure to report as

stipulated may result is possible suspension of contract. The report shall include at least the following information as listed in the example below:

**Vendor Name**  
**TCPN Report**  
**Month or Quarter**

Entity Name	Zip Code	State	PO or Job#	Sale Amount

**Total** \_\_\_\_\_

**11. Payments**

The entity using the contract will make payments directly to the awarded vendor.

**12. Pricing**

The awarded vendor agrees to provide pricing to TCPN and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by TCPN. However, the awarded vendor must honor previous prices for thirty (30) days after approval and written notification from TCPN if requested.

All pricing submitted to TCPN shall include the two percent (2%) administrative fee to be remitted to TCPN by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with TCPN. All price changes shall be presented to TCPN for acceptance, using the same format as was accepted in the original contract.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

**13. 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.

**14. Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless 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. Any litigation involving TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN's members shall be in the jurisdiction of the participating agency.

### **15. Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

### **16. Marketing**

Awarded vendor agrees to allow TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo by awarded vendor must be approved.

### **17. Supplemental Agreements**

The entity participating in the TCPN 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. TCPN, its agents, members and employees shall not be made party to any claim for breach of such agreement.

### **18. Certificates of Insurance**

Certificates of insurance shall be delivered to the TCPN 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.

### **19. Miscellaneous**

Either party 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.

TCPN reserves the right to request additional items not already on contract at any time.



**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. Prices are guaranteed: 180 days

Company name: **Xerox Corporation**

Address **8700 Freeport Parkway**

City/State/Zip **Irving, TX 75063**

Telephone No. **214 277-6095**

Fax No. **512 343-5629**

Email address **[Danny.harris@xerox.com](mailto:Danny.harris@xerox.com)**

Printed name: **Danny Harris**

Position with company: **Account General Manager**

Authorized signature *Danny G. Harris*

**Accepted by The Cooperative Purchasing Network:**

Term of contract **6.8.10** to **5.31.11**

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by TCPN and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a TCPN contract whether renewed or not.

Director of TCPN

Date

JASON WICKEL  
Print Name

ROBERT A. RECHNER

6/9/10

*Jason Wickel*  
Authorized Signature

*Rob A. Rechner*

6/9/10

Date

Print Name

TCPN Contract Number **R5008**

# Xerox Terms & Conditions

**Texas Cooperative Purchasing Network  
Request for Proposal / Solicitation Number 10-02 for Copiers & Printers  
Opening Date: April 20, 2010**

Please note that the following clarifications and the “Xerox Corporation Terms and Conditions Attachment” are a part of our bid proposal. In the event there is a conflict between the “Xerox Corporation Terms and Conditions Attachment” and those of the RFP, the latter shall prevail.

**Vendor Contract and Signature Form / General Terms and Conditions**

**2. Assignment of Contract; Assignment of Leases:** Please note that Xerox automatically assigns all leases to a wholly owned subsidiary of Xerox. Such assignment shall be transparent to the TCPN.

**4. Renewal of Contract; Individual Leases:** Individual lease order placed against the contract will commence upon installation and continue for thirty-six (36), forty-eight (48), or sixty (60) months from the date of installation depending upon the term selected by the end user.

**4. Contracts, Uniform Commercial Code (UCC):** The TCPN agrees, to the extent permitted by law, to waive all right and remedies conferred upon the lessee under Article 2A of the UCC. Additionally, the TCPN further agrees, to the extent permitted by law, that any conflict between Xerox’ Lease Terms and Conditions and the UCC will be resolved in favor of Xerox’ Lease Terms and Conditions.

**5. Funding Out Clause:** This provision shall not apply to private not for profit users of the Contract. Additionally, these pre-conditions apply to any fund-outs:

- a) You provide written notice 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds; send Xerox written notice stating that your legislative body, though no action on your part, failed to appropriate funds for the next fiscal year.
- b) In addition, you agree at your expense to return the Equipment in good condition to a location designated by Xerox and that, when returned, the Equipment will be free of all liens and encumbrances. You will then be released from your obligations to make any further payments to Xerox (with Xerox retaining all sums paid to date).

**12. Pricing:** Xerox’ pricing offer to TCPN is equivalent to those contained in the Federal Schedule between GSA and Xerox Corporation plus the cost of the two percent (2%) administration fee. If Xerox increases its prices or reduces prices offered to GSA these changes will also apply to TCPN. Such changes will be effective for TCPN at the same time as they become effective for GSA.

Please note that prices contained in the Federal Schedule are subject to change each October 1, beginning October 1, 2010.

**13. Warranty Conditions (applicable to outright purchase):** Xerox provides warranty by way of a monthly billed maintenance agreement. Maintenance agreements commence upon installation of the equipment. Xerox will repair or replace defective parts or equipment at Xerox' expense as long as the equipment is being maintained by Xerox under a maintenance agreement. If the maintenance agreement is cancelled or it is not renewed Xerox' obligation to repair or replace equipment ceases.

**13. Warranty Conditions (applicable to lease):** Xerox provides warranty by way of a monthly billed maintenance agreement, which is a mandatory part of the monthly lease payment. Maintenance agreements commence upon installation of the equipment. Xerox will repair or replace defective parts or equipment at Xerox' expense for the duration of the lease agreement.

**14. Indemnity:** Xerox, to the extent permissible by law, submits the following with respect to Indemnity:

(a) Xerox shall indemnify and hold the TCPN, its officers, agents and employees harmless from and against all third party claims, damages, losses or causes of action for personal injury (including death) or damage to tangible property to the extent such injury or damage was found by a court or administrative agency of competent jurisdiction to have been proximately caused by Xerox' performance pursuant to this Contract. The foregoing indemnity is contingent upon TCPN giving Xerox written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder and permits Xerox to control the defense of any such claim or action at Xerox' own expense. Notice shall be sent to "Corporate Risk, Xerox Corporation, 45 Glover Avenue, P. O. Box 4505, Norwalk, Connecticut 06856-4505." TCPN agrees that Xerox may employ attorneys of its own choice to appear and defend the claim or action and that TCPN shall do nothing to compromise the defense of such claim or action or any settlement thereof and shall provide Xerox with all reasonable assistance which Xerox may require.

(b) Except for indemnified matters and to the extent permitted by applicable law, all other liability of Xerox to the TCPN for damages of any kind or type, including but not limited to direct, indirect, consequential, incidental, or special damages, arising from Xerox' performance or failure to perform under this Contract or by virtue of Xerox' tortious conduct (including negligence whether passive or active) shall be limited to the amounts paid by TCPN under this Agreement. Provided, however, that the foregoing limitation of liability shall not apply to claims by the TCPN for damage to real or tangible property caused by Xerox' negligence.

**17. Supplemental Agreements; Value Added Services:** Please note that Xerox also offers Managed Services. Many of the products quoted in our proposal offer greater value to TCPN when combined with managed services.

Enclosed for your consideration is Xerox' Managed Services Agreements and relevant attachments. Subject to your acceptance of these terms, Xerox will make managed services offerings available to eligible users of the Contract.

**19. Miscellaneous; Cancellation of Contract:** Cancellation under this provision shall not apply to any orders received by Xerox prior to the expiration date of the Contract.

## Tab 2 - Questionnaire

**States Covered:** Xerox is willing to extend prices to all member States.

**7. Pricing information; 1. Future Product Introductions:** New technology and products will be added at a price level that is equivalent to the GSA list price plus the cost of the participation fee.

**7. Pricing information; 2 Administrative Fee:** If Xerox is under contract with TCPN and Xerox sells equipment or services to authorized users of the contract using the contract and associated prices, Xerox will pay any applicable fees due TCPN. Prices quoted include the administrative fee.

## Tab 4 – Product / Services

**2. Leases:** Individual leases may not be cancelled without penalty until expiration of the Agreement. Early termination of the lease without cause will result in an early termination charge that is equal to the sum of the remaining payments.

**3. Rentals:** Xerox is proposing a rental plan that commences upon installation and runs for thirty-six (36) months from that date unless terminated prior to expiration. Rentals may be upgraded, downgraded, or cancelled without penalty upon thirty (30) days prior written notice.

## Tab 6 - Pricing

**Not to Exceed Pricing; 1 Prices Offered:** Current and future products will be priced at a rate that is equivalent to the GSA list price plus the cost of the participation fee.

**Not to Exceed Pricing; 2 Lower Prices and 3 Additional Discounts for Large Quantity Orders:** Additional discounts may be available to those members who place a one time large order with Xerox. The actual price will be determined on a case by case basis and will be contingent upon the size and revenue associated with the order.

### Pricing

**1. Best Pricing:** Xerox agrees with this provision providing the TCPN is procuring the identical items in the same or greater quantities under the same terms and conditions. Price reductions resulting from this provision shall only apply to orders received after the effective date of the price reduction.

**7. OEM Software Upgrades:** The software maintenance agreement includes the cost of patches or fixes for the software. Additional features and functionality are not included in any patches or fixes and will be subject to an additional charge for the added capabilities should the TCPN desire to purchase them.

**8. Maintenance contracts for Leases:** Please note that maintenance is mandatory for leased equipment. The base maintenance charge is built into the monthly minimum lease payment.



**10. Business Hours, Maintenance:** Xerox will provide maintenance to TCPN users who have purchased maintenance agreements or leased equipment Monday through Friday from 8:00 AM to 5:00 PM, excluding holidays observed by either the TCPN or Xerox.

**13. Warranty Conditions (applicable to outright purchase):** Xerox provides warranty by way of a monthly billed maintenance agreement. Maintenance agreements commence upon installation of the equipment. Xerox will repair or replace defective parts or equipment at Xerox' expense as long as the equipment is being maintained by Xerox under a maintenance agreement. If the maintenance agreement is cancelled or it is not renewed Xerox' obligation to repair or replace equipment ceases.

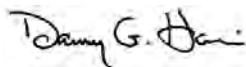
**13. Warranty Conditions (applicable to lease):** Xerox provides warranty by way of a monthly billed maintenance agreement, which is a mandatory part of the monthly lease payment. Maintenance agreements commence upon installation of the equipment. Xerox will repair or replace defective parts or equipment at Xerox' expense for the duration of the lease agreement.

**14. Total Satisfaction Guarantee (applicable to outright purchased equipment):** Xerox will keep purchased equipment in good working order for the initial thirty-six (36) months of installation in accordance with the specifications contained in the solicitation or Xerox will replace the equipment with a like model at Xerox' expense, providing Xerox is maintaining the equipment under a maintenance agreement.

**14. Total Satisfaction Guarantee (applicable to leased equipment) and 16. Total Satisfaction Guarantee for Leased Equipment:** Xerox will keep equipment in good working order for the full term of the lease agreement in accordance with the specifications contained in the solicitation or Xerox will replace the equipment with a like model at Xerox' expense.

Thank you for the opportunity to propose Xerox products and services.

Sincerely,



Xerox Corporation



**Xerox Corporation Terms and Conditions Attachment**  
**Texas Cooperative Purchasing Network**  
**Request for Proposal / Solicitation Number 10-02 for Copiers & Printers**  
**Opening Date: April 20, 2010**

**GENERAL CONDITIONS**

1. **Equipment Status.** Unless you are acquiring "Previously Installed" Equipment, Equipment will be (i) "Newly Manufactured," which may contain some reconditioned components; (ii) "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 (iii) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned.
2. **Total Satisfaction Guarantee ("Guarantee").** 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. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. The Guarantee will be effective for 3 years after the Equipment's installation for purchased Equipment or during the entire initial finance term for leased Equipment and only applies to Xerox-brand Equipment which has been continuously maintained by Xerox under this Agreement or a Xerox Maintenance Agreement, and is not applicable to Equipment damaged or destroyed due to an Act of God.
3. **Trade-In Equipment.** If you are providing equipment to Xerox as part of this Agreement ("Trade-In Equipment"). You warrant that you have the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from your premises. You warrant that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. You agree to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You agree to pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and to pay all maintenance, administrative, supply, and finance charges for this equipment through the date title passes to Xerox.
4. **Equipment Delivery, Removal, and Relocation.** Equipment prices include standard delivery and removal charges. Non-standard delivery and Equipment relocation for Xerox owned equipment must be arranged (or approved in advance) by Xerox and will be at your expense. Examples of non-typical charges would include the cost associated with any equipment delivery or removal where additional time or resources are required to disassemble equipment due to lack of adequate access, or the movement of Equipment up stairways or through windows requiring stair creepers, or cranes.
5. **Equipment Installation Date.** The Equipment installation will be (a) the delivery date for TCPN installable Equipment; or (b) the installation date for Xerox installable Equipment, 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 your use.
6. **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 service technicians assigned to provide Basic Services will have the expertise, skills, training, and professional education to perform the Basic Services in a professional manner
  - A) **Maintenance Services.** Maintenance Services will be provided during Xerox's standard working hours, Monday through Friday, 8:00 AM to 5:00 PM, excluding Xerox recognized holidays. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals.
  - B) **Repairs & Parts.** Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property.
  - C) **Extended Service Hours.** If you elect "Extended Shift Coverage" Xerox will provide Maintenance Services for the indicated number of eight hour-shifts, with the first number indicating the number of eight-hour shifts and the second number indicating the days of the week (starting on Monday), e.g., 2 x 6 means 8:00 A.M. to 12:00 A.M., Monday through Saturday. Extended Shift Coverage will be billed separately.
  - D) **Installation Site.** You agree to give Xerox reasonable access to the Equipment and to provide Xerox adequate storage space for a reasonable quantity of replacement parts and supplies.

- E) **Cartridge Products.** 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"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. 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 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.
  - F) **Consumable Supplies included in Base/Print Charges.** If Consumable Supplies is identified in the Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser ("Consumable Supplies"). For full-color Equipment, Consumable Supplies shall also include, as applicable, color toner and developer. For Products identified as "Phaser", Consumable Supplies may also include, 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. You agree that the Consumable Supplies are Xerox's property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point (at Xerox's expense when using Xerox-supplied shipping labels), and that at the end of the term of this Agreement you will either (1) return any unused Consumable Supplies to Xerox (at Xerox's expense when using Xerox-supplied shipping labels), or (2) destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage. When requested by Xerox, you agree to provide meter readings and inventory of Consumable Supplies in your possession.
  - G) **Equipment Replacement.** Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, 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.
7. **Meter Readings.** You agree to provide meter readings in the manner and frequency identified by Xerox. If you do not provide Xerox with meter readings as required, Xerox may reasonably estimate them and bill you accordingly. If meter readings have been estimated, Xerox after receiving the actual meter readings for the equipment shall make an appropriate adjustment on the subsequent invoice.
  8. **Remote Services.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.
  9. **Warranty Disclaimer.** Xerox disclaims, and you waive, the implied warranty of non-infringement.
  10. **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, including any Base Software or Diagnostic Software provided with or within the Xerox-brand Equipment, infringes a third party's U.S. intellectual property rights. You 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 it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox. For non-Xerox brand Products ordered under the Agreement, when you do not have a direct Intellectual Property Indemnity for the non-Xerox brand Product and Xerox does have an Intellectual Property Indemnity for such non-Xerox brand Products and is contractually permitted to do so, Xerox will pass its Intellectual Property Indemnity for such Product through to you.
  11. **Force Majeure.** Xerox will not be liable to you 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 you if such a circumstance occurs.
  12. **Notices.** Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice.

## SOFTWARE TERMS

1. **Software License.** Xerox grants you 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 this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees.
  - A) "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (i) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (ii) activate Software delivered with the Equipment in an inactivated state; or (iii) allow others to engage in same.
  - B) 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 Section).
  - C) Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (ii) you are notified of a default under this Agreement; or (iii) your license is terminated or expires.
  - D) The Base Software license will terminate: (i) if you no longer use or possess the Equipment; (ii) you are a Lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment.
  - E) Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
  - F) The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a click-wrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
2. **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 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 you are current in the payment of all applicable software license and support 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.
  - B) 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 you.
  - C) Xerox will not be required to provide Software Support if you have modified the Software.
  - D) 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 be available will be provided at no charge and must be implemented within six 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 you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.
3. **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 you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox.

## LEASE TERMS

1. **Non-Cancelable Agreement.** THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR 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.
2. **Lease Commencement & Term.** The Term for each unit of Equipment will commence upon: delivery of customer-installable Equipment; or the installation of Xerox-installable Equipment and will expire on the last day of the final full calendar month of the contracted term of the Lease Agreement. Unless either party provides notice of termination at least 30 days before the expiration of the initial Term, it will renew on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products 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).
3. **Invoicing.** The Minimum Lease Payment, which may include a guaranteed number of copies (copy allowance), plus any additional Print Charges covers the cost of (1) the use of the equipment; (2) the equipment's maintenance; and (3) consumable supplies, if applicable. The Minimum Lease Payment will commence following Equipment installation and will be billed monthly. Charges for excess prints will be reconciled and billed monthly or quarterly, as applicable, in arrears.
4. **Refinance.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.
5. **Price Increases.** Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges, each such increase not to exceed 10%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each fiscal contract cycle.
6. **Payment & Credit.** Your payment is due within 30 days after the invoice date, with all charges being billed in arrears. Restrictive covenants on payment instruments will not reduce your obligations. You authorize Xerox, or its agent, to obtain credit reports from commercial credit reporting agencies.
7. **Taxes.** Unless you provide proof of your tax-exempt status, You will be 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 you timely provide proof of your tax exempt status.
8. **Late Charges.** If any payment is not received by Xerox within 10 days of the due date (40 days after the invoice date), Xerox may charge a late interest charge as allowed under New York law equal to the higher of 5% of the amount due or \$25.00, not to exceed the maximum amount permitted by law, as a reasonable collection cost.
9. **Default and Remedies.** If you default or breach an individual Lease Agreement, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your 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 as allowed under law; at the rate of 1.5% per month; (b) the Minimum Lease Payments (less the Maintenance Services and Consumable Supplies components, as reflected on Xerox's records) remaining in the Term, discounted at 4% per annum; and (c) the applicable FMV or Purchase Option; and (d) all applicable Taxes. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox. You agree to pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement.
10. **Assignment.** Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) the assignee will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee.

11. **Risk of Loss.** You agree that: (i) the equipment will remain personal property; (ii) you will not attach the equipment as a fixture to any real estate; (iii) you will not pledge, sub-lease, or part with possession of the equipment or file, or permit to be filed, any lien against the equipment; and, (iv) you will not make any permanent alterations to the equipment. The risk of loss due to your fault or negligence, as well as theft, fire, or disappearance, shall pass to you upon delivery. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment.
12. **FMV End of Term Purchase Option.** Provide you are not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the fair market value of the Equipment at the expiration of the initial Term, plus all applicable Taxes.
13. **FPO End of Term Purchase Option.** Provide you are not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.
14. **Waivers.** The parties agree that this Agreement is: (i) 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 New York law, you waive all rights and remedies conferred upon a lessee by Article 2A; and (ii) a lease for all federal, state or local income tax purposes and you shall not claim any credit or deduction for depreciation in respect of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.
15. **Protection of Xerox's Rights.** You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as Lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.
16. **State and Local Government Terms and Conditions.**
  - A) **Tax Treatment (applicable to Fixed Purchase Option Leases).** Xerox has accepted this Agreement based on your representation that Xerox may claim any interest paid by you as exempt from federal income tax under Section 103(c) of the Internal Revenue Code ("Code"). You 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. You appoint Xerox as your agent to maintain, and Xerox will maintain, or cause to be maintained, a complete and accurate record of all assignments of this Agreement in form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations thereunder from time to time. Should Xerox lose the benefit of this exemption as a result of your failure to comply with or be covered by Section 103(c) the Code or the regulations thereunder, then, subject to the availability of funds and upon demand by Xerox, you will pay Xerox an amount equal to its loss in this regard. You shall provide Xerox with a properly prepared and executed copy of US Treasury Form 8038 or 8038-GC.

#### CASH PURCHASE TERMS

1. **Invoicing.** The invoice under a Cash Purchase Agreement consists of the Net Price amount for the Equipment purchased and all applicable Taxes.
2. **Taxes.** Unless you provide proof of your tax-exempt status, You will be 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 you timely provide proof of your tax exempt status.
3. **Payment.** Your payment is due within 30 days after the invoice date, with all charges being billed in arrears. Restrictive covenants on payment instruments will not reduce your obligations. You authorize Xerox, or its agent, to obtain credit reports from commercial credit reporting agencies.
4. **Default & Remedies.** If you default an individual Cash Purchase Agreement, Xerox, in addition to its other remedies, including the cessation of Basic Services, may require immediate payment of all amounts then due (including all applicable Taxes), plus interest on all amounts due until paid as allowed under law: at the rate of one and one-half percent (1.5%) per month, not to exceed the maximum amount permitted by law.
5. **Equipment Installation Date.** The Equipment installation will be (a) the delivery date for customer installable Equipment; or (b) the installation date for Xerox installable Equipment, 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 your use.
6. **Title, Warranty, and Risk.** Title, warranty, and risk of loss to the Equipment passes to you upon delivery of customer-installable Equipment; or installation of Xerox-installable Equipment. Until you have paid for the Equipment in full: (i) it will remain personal property; (ii) you will not attach it as a fixture to any real estate; (iii) you will not pledge, sub-lease or part with possession of it, or file or permit to be filed any lien against it; and (iv) you will not make any permanent alterations to it. Warranty coverage for any product utilizing Cartridges is conditioned upon you using only unmodified cartridges purchased directly from Xerox or its authorized resellers.

#### MAINTENANCE TERMS

1. **Maintenance Commencement & Term.** The Term for Maintenance Services will begin following the equipments installation and expire on the final day of the twelfth (12) full calendar months after installation or at the end of the customer's then current fiscal year as applicable.
  - A) Xerox may annually increase the Minimum Payment and Print Charges, each such increase not to exceed 10%. For Application Software, Xerox may annually increase the software license or support fees, each such increase not to exceed 10%. These adjustments will occur at the commencement of each fiscal / annual contract cycle.
2. **Invoicing.** The Monthly Minimum Maintenance Charge will be billed monthly and Charges for excess prints will be reconciled at the account level and billed quarterly in arrears.
3. **Payment.** Your payment is due within 30 days after the invoice date, with all charges being billed in arrears. Restrictive covenants on payment instruments will not reduce your obligations. You authorize Xerox, or its agent, to obtain credit reports from commercial credit reporting agencies.
4. **Taxes.** Unless you provide proof of your tax-exempt status, You will be 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 you timely provide proof of your tax exempt status.
5. **Default & Remedies.** If you default or breach an individual Maintenance Agreement, Xerox, in addition to its other remedies, You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, 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 as allowed under law; at the rate of 1.5% per month; and (b) the remaining Minimum Payments, not to exceed 6 such payments if this Agreement is for a one year Term, and twelve (12) such payments for a multi-year Term; and, (c) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. Termination Charges will not be assessed if you upgrade the Equipment to an alternative Xerox product or cancel an accessory.



# Xerox Managed Services Terms & Conditions

This document becomes confidential when filled out.



## MANAGED SERVICES AGREEMENT

THIS MANAGED SERVICES AGREEMENT ("Agreement" or "MSA"), which bears MSA No. \_\_\_\_\_, is entered by and between ("Customer") and Xerox Corporation ("Xerox").

1. **SCOPE AND DEFINITIONS.** The acquisition of Offerings, as defined below, by Customer hereunder is subject to the prices and terms and conditions set forth herein and each Managed Services Order ("MSO") and Statement of Work ("SOW") that references this MSA.
  - a. "Services" are collectively managed services (e.g. copy center and mailroom services), consultative services and/or Xerox Quoted Offerings. "Xerox Quoted Offerings" may be any combination of professional services provided hereunder, including, but not limited to, assessment, office document, network, integration, implementation, help desk, and asset management services. Services may also include (i) Xerox-brand equipment ("Equipment") and Xerox-brand software ("Software"); (ii) third party hardware ("Third Party Hardware") and/or third party software ("Third Party Software") (collectively, "Third Party Products"); and/or (iii) Maintenance Services, as set forth herein, for Equipment and/or equipment maintenance for Third Party Hardware.
  - b. "Deliverables" include, but are not limited to, Products, Output of Services, Assessments and Documentation. As used herein, (i) "Products" refers collectively to supplies, maintenance, Equipment, Software and Third Party Products hereunder; (ii) "Output of Services" constitute electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable Order, but shall not include software; (iii) "Customer Content" consists of documents, materials and data provided in hard copy or electronic format by Customer to Xerox containing information of Customer and/or Customer's clients that must be disclosed to Xerox to enable the performance of Services hereunder; (iv) "Assessments" are assessment and recommendation reports created as a result of Xerox performance of assessment services; and, (v) "Documentation" shall mean all manuals, brochures, specifications, information and software descriptions, in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Offerings.
  - c. "Staffing and Management Services" are the personnel provided hereunder by Xerox to perform and/or manage Services.
  - d. Services, Staffing and Management Services and Products are referred to collectively as "Offerings".
2. **ORDERS.**
  - a. Services and Deliverables provided by Xerox will be set forth in one or more MSOs or SOWs, as applicable, which will be mutually agreed upon and signed by the parties. Customer may also issue purchase orders to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address, Offering description and term, and applicable Trade-In Equipment. Such purchase orders shall incorporate and be subject solely to this MSA's terms and conditions, notwithstanding anything contained in any such purchase order at variance with or in addition to this MSA or any MSO or SOW hereunder. Any MSO, SOW or Customer-issued purchase order shall be an individual order ("Order") hereunder and, irrespective of its form, must reference this MSA's contract number.
  - b. Orders may be submitted via hard copy or electronic means and those submitted electronically by Customer shall be considered for all purposes to (i) be a "writing" or "in writing"; (ii) be "signed"; (iii) constitute an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) be valid and enforceable.
3. **TERM.**
  - a. This MSA shall commence on the date it is accepted by Xerox and shall end when either party exercises its right to terminate this MSA upon not less than ninety (90) days prior written notice to the other party. In the event either party elects to terminate this MSA, each Order hereunder shall remain in full force and effect until the end of its term (including any renewals or extensions thereto), or it is terminated and shall at all times be governed by the terms and conditions of this MSA as if it were still in effect.
  - b. The term of each Offering, unless otherwise stated in the applicable Order, shall commence upon the installation date of each Product or commencement of each Service or Staffing and Management Service, as applicable, and shall continue for the term stated. If an Offering is terminated, the term of any remaining Offerings shall continue unaltered.
  - c. Except as otherwise set forth in a SOW, unless either party provides notice at least thirty (30) days before the end of the term of an Offering hereunder of its intention not to renew, and subject to the terms of the applicable Order, it will continue on a month-to-month basis at the same price and on the same terms and conditions and, during said continuation period, either party may terminate the continued Offering on at least thirty (30) days notice. Notwithstanding the foregoing, Xerox shall notify Customer at least thirty (30) days prior to the expiration of each Equipment maintenance Order. Said Order will automatically renew at Xerox's then-current pricing for a term equal to the initial term unless either party provides written cancellation notice prior to expiration.
4. **ELIGIBLE SUBSIDIARIES.** Xerox will also provide Offerings subject to this MSA to Customer's domestic subsidiaries and affiliates of which more than fifty percent (50%) of the stock entitled to vote for election of members to such subsidiary's or affiliate's Board of Directors is owned by Customer ("Eligible Subsidiaries"). If an Eligible Subsidiary submits an Order Document hereunder, it shall be the "Customer" for the purposes of the resulting Order. In the event of divestiture of an Eligible Subsidiary, Customer shall notify Xerox and order-taking under this MSA shall terminate immediately with respect to such divested entity; however, Offerings installed at such divested entity under an Order shall retain the pricing and terms and conditions thereof until the Offering's initial term expires.
5. **PERFORMANCE OF SERVICES, PERSONNEL AND FACILITIES.**
  - a. Xerox agrees to comply with Customer's internal policies provided to Xerox by Customer in writing with respect to security and safety that are reasonable and customary under the circumstances and which do not conflict with this MSA. Customer agrees to provide Xerox with reasonable prior notice of such policies and any changes thereto.
  - b. It is agreed that neither party shall, directly or indirectly, actively solicit the employment of members of the other party's staff, including Xerox's agents, during the term of this MSA and for a period of one (1) year thereafter. Employees and agents of Xerox shall be subject to this clause only if they are providing Services under this MSA, or are supervisors of Xerox's employees or agents who are providing such Services. Employment arising from inquiries received via advertisements in newspapers of general circulation, job fairs or unsolicited resumes or applications for employment shall not be considered active solicitation. It is further agreed that in the event of violation of this restriction, the sole remedy of a party shall be to require the defaulting party to make



payment, as liquidated damages and not as a penalty, in an amount equal to the individual's then current annual salary (or in the case of an agent, the amount of fees paid for such agent in the past twelve (12) months), which would be payable within thirty (30) days of the start date of the employee or agent.

- c. Xerox will be an independent contractor hereunder and not Customer's employee or agent. Customer agrees its facilities at which the Services are performed will fully comply with all applicable laws and regulations, including, but not limited to, OSHA.
- 6. CUSTOMER ASSETS, EQUIPMENT AND SOFTWARE.**
- a. During the term of an Order, Customer shall permit Xerox and its agents to use or access, and shall grant or transfer sufficient rights to enable Xerox and its agents to use or access, all hardware, software and/or work space owned, leased, rented, licensed and/or controlled by Customer, and any services utilized by Customer (collectively "Customer Assets"), and Customer Content, that Xerox needs to use or access to enable Xerox to perform any of the Services. Customer is solely responsible for backing up its Customer Content and Xerox shall not be responsible for Customer's failure to do so. Customer shall acquire and/or continue, at Customer's sole expense, maintenance and repair service contracts for all Customer Assets that Customer permits Xerox to use or access hereunder. Customer shall inform its service providers of Xerox's authority to request maintenance and repair services and shall direct them to respond to Xerox's requests for the same.
  - b. If Customer revises or removes Products and Xerox advises Customer that the remaining Products are not sufficient to enable Xerox to provide Services, Xerox shall have no liability for the failure to provide such Services. For California locations, Customer agrees to legally dispose of all hazardous wastes generated from the use of Third Party Hardware and supplies.
  - c. Title to Equipment and Third Party Hardware acquired through any MSO or MSO-related Customer purchase order shall remain with Xerox until Customer purchases same and, until such Equipment or Third Party Hardware is purchased by Customer, Customer agrees that: (i) it shall remain personal property; (ii) Customer will not attach it as a fixture to any real estate; (iii) Customer will not pledge, sub-lease or part with possession of it or file or permit to be filed any lien against it; (iv) Customer will not make any permanent alterations to it; and, (v) all relocations of it must be arranged (or approved in advance) by Xerox. Customer is not entitled to purchase any Equipment or Third Party Hardware provided under any SOW except as set forth therein. While Equipment and Third Party Hardware is being relocated, Customer remains responsible to make all payments required under the applicable Order to Xerox. Neither Equipment nor Third Party Hardware can be relocated outside of the United States, its territories or possessions until Customer has paid in full for it and has received title thereto. If Customer acquires title to Equipment or Third Party Hardware, Customer must comply with all applicable laws and regulations regarding the export of any commodity, technology and/or software. The risk of loss for Equipment and Third Party Hardware shall pass to Customer upon delivery. Unless otherwise agreed to by the parties in a SOW, Customer agrees to use Equipment and Third Party Hardware in accordance with, and to perform all operator maintenance procedures for it set forth in, the applicable product manuals therefor. All parts/materials replaced, including as part of an upgrade, will become Xerox's property. Products that become no longer generally commercially available may be withdrawn from future order-taking by Xerox. Xerox may add Products to this Agreement for order-taking. Customer represents that Products are being ordered for Customer's own business use (rather than resale) and that they will not be used for personal, household or family purposes.
  - d. Customer hereby authorizes Xerox or its agents to file, by any permissible means, financing statements necessary to protect Xerox's rights in the Equipment or Third Party Hardware. Xerox, on Customer's behalf and at Customer's expense, may take any action required to be taken by Customer that Customer fails to take under an Order for Equipment or Third Party Hardware.
- 7. SERVICES AND THIRD PARTY PRODUCT GUARANTEE / WARRANTY / WARRANTY LIMITATIONS, AND WARRANTY DISCLAIMER/ WAIVER.**
- a. **SERVICES GUARANTEE.** Xerox will provide the Services set forth in each Order and if the Services do not meet the service levels set forth therein during its term, Customer agrees to notify Xerox in writing detailing its concerns in that regard. No later than ten (10) days following Xerox's receipt of said notice, Xerox and Customer agree to meet, clarify the Customer's concern(s) and begin to develop a corrective action plan ("Plan") to remedy such alleged non-compliance. As Customer's exclusive remedy for Xerox's non-compliance, Xerox, within sixty (60) days of finalizing the Plan or a time period as otherwise agreed to in writing by the parties, will then either modify such Services so they are compliant with such SOW or re-do the work at no additional charge.
  - b. **SERVICES WARRANTY.** Xerox represents and warrants to Customer that the Services will be performed in a skillful and workmanlike manner; provided however, in no event will Xerox be responsible for any failure to perform Services if the failure is caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use, access and/or modify Customer Assets constituting hardware and software, including software owned or licensed by Customer, and/or Customer Content as necessary for the provision of Services.
  - c. **WARRANTY DISCLAIMER AND WAIVER FOR SERVICES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THEREFOR AND XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.
  - d. **FOR THIRD PARTY PRODUCTS SELECTED SOLELY BY XEROX FOR AN ORDER, XEROX WARRANTS THEY WILL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH APPLICABLE SERVICE LEVELS IN THE SOW. IF, WITHIN A REASONABLE TIME AFTER PROVISION OF SUCH THIRD PARTY PRODUCTS, SUCH SERVICE LEVELS CANNOT BE BROUGHT INTO SUBSTANTIAL CONFORMANCE WITH THOSE IN THE SOW AND SUCH NON-CONFORMANCE IS A RESULT OF XEROX'S USE OF SUCH THIRD PARTY PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY FOR THE FOREGOING WARRANTY IS TO RECEIVE A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING THIRD PARTY PRODUCTS UPON THE RETURN THEREOF TO XEROX. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AS WELL AS FOR MAINTENANCE THEREOF,**



INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS ANY OTHER WARRANTY PERTAINING OR RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY THEREOF WITH CUSTOMER'S SYSTEMS. XEROX WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO IT BY THE MANUFACTURER OR LICENSOR OF THIRD PARTY PRODUCTS TO THE EXTENT PERMISSIBLE. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FOR THIRD PARTY PRODUCTS NOT SELECTED SOLELY BY XEROX.

- e. THE WARRANTIES AND GUARANTEES SET FORTH IN THIS SECTION OF THE MSA ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSE IN THE SYSTEMS ENVIRONMENT FOR WHICH THEY WERE ORIGINALLY DESIGNED AND SHALL NOT APPLY TO SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX.)

#### 8. PRICING.

- a. Pricing shall be as set forth in an Order. Any pricing exhibit ("Pricing Exhibit") attached hereto or to an Order shall contain the ten (10) digit contract number ("Contract Number"), term, amount of each monthly charge ("Monthly Minimum Charge" or "MMC") and Print Charges applicable to Equipment ordered hereunder. The MMC, along with any additional Print Charges, covers Customer's monthly cost for the Offerings. The MMC may also include, but not be limited to, lease buyout funds or monthly equipment component amounts from previous contracts, amounts being financed or refinanced, analyst services and/or customer training services. One-time items ("One-Time Items") are billed separately from the MMC.
- b. Pricing for fixed Equipment price plans set forth on a Pricing Exhibit will not increase during the order-taking term indicated on said Exhibit and will remain fixed during the initial term of the Product ordered. Fixed pricing for other Offerings, as agreed to in an Order, will not increase during the initial term of the applicable Offering. Except for said fixed Equipment price plans or fixed pricing agreed to in an Order, Xerox may, upon thirty (30) days prior written notice, adjust prices in the twelfth (12<sup>th</sup>) month of the term of an individual Offering, and no more often than annually thereafter with each price adjustment not exceeding ten percent (10%).
- c. Pricing set forth in an Order for Services is based upon shared information believed to be complete and accurate. If such information should prove to be incomplete or inaccurate in any material respect, or Customer requests any changes or additions to an Order, the parties will negotiate in good faith to make appropriate adjustments to the Order (including pricing).
- d. If Xerox provides or installs Offerings partially and/or early, Xerox will bill Customer on a pro-rata basis, based on a thirty (30) day billing month, and the terms and conditions of this MSA will apply. Services requested outside of Customer's standard working hours will be billed at Xerox's then prevailing overtime rates.
- e. Xerox will be responsible for all standard delivery and removal charges for Equipment and Third Party Hardware. Customer will be responsible for any non-standard delivery and removal charges.

#### 9. PAYMENT, CREDIT AND TAXES.

- a. PAYMENT. Invoices are payable upon receipt and Customer agrees to pay Xerox all sums due hereunder no later thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments will not reduce Customer's obligations. Customer authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each Order.
- b. TAXES. Customer shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless Customer provides proof of Customer's tax-exempt status. "Taxes" shall mean any tax, assessment, or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this MSA or any Order hereunder or the amounts payable to Xerox by Customer for the billing of Offerings of any kind. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any personal property taxes for Equipment leased hereunder and taxes on Xerox's net income. If a taxing authority determines Xerox did not collect all applicable Taxes, Customer shall remain liable to Xerox for such additional Taxes.

#### 10. TERMINATION AND DEFAULT.

- a. Equipment, Software and / or Third Party Products are excluded from the definition of "Services" for the purposes of subsection b. of this Section titled "TERMINATION AND DEFAULT" and their early termination is governed by the provisions in subsection c.
- b. Except as otherwise set forth in a SOW, upon ninety (90) days prior written notice to Xerox, Customer may terminate or reduce any Services or Staffing & Management Services without incurring Early Termination Charges ("ETCs"). Notwithstanding the foregoing sentence, if any Services or Staffing & Management Services are terminated or reduced: (i) by Xerox due to Customer's default; or (ii) by Customer, and Customer acquires Services or Staffing and Management Services from another supplier within six (6) months of the termination of such Services or Staffing & Management Services, then Customer agrees to pay all amounts due Xerox as of the termination date, together with liquidated damages, for loss of bargain and not as a penalty (in the form of ETCs), equal to the then current MMC for said terminated or reduced Services or Staffing & Management Services multiplied by the number of months remaining in their term, not to exceed six (6) months.
- c. Prior to the expiration of the term of Equipment, Software and/or Third Party Products in and as proscribed by the applicable Order, if: (i) Customer terminates Equipment, Software and/or Third Party Products, (ii) Customer requires that a unit of Equipment or Third Party Hardware be replaced (e.g., traded-in), or (iii) Xerox terminates Equipment, Software and/or Third Party Products due to Customer's default, 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 (not to exceed the maximum amount permitted by law); (B) the remaining MMCs in the term of the Equipment, Software and/or Third Party Products less any unearned finance, maintenance, and supply charges; (C) for Equipment and Third Party Hardware, a reasonable disengagement fee calculated by Xerox that will not exceed fifteen percent (15%) of the amount in (B) above (said amount is available from Xerox upon request); and, (D) all applicable Taxes. In addition to paying the amounts required in the preceding sentence if Customer

defaults, Customer shall either make the subject Equipment, Software and/or Third Party Products available for removal by Xerox when requested to do so by Xerox and, at the time of removal, such Equipment, Software and/or Third Party Products will be in the same condition as when delivered, reasonable wear and tear excepted, or, for Equipment or Third Party Hardware, purchase the subject Equipment or Third Party Hardware "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE by paying Xerox the Fair Market Value ("FMV") of the Equipment or Third Party Hardware at the conclusion of its term and all applicable Taxes.

**11. LATE CHARGES AND DEFAULT.**

- a. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and Customer agrees to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.
- b. Customer will be in default under an Order 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 Order hereunder, or any other agreement with Xerox. In the event of a default by Customer under an Order, Xerox, in addition to its other remedies, may require payment of interest on all amounts due under such Order from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law).
- c. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if Customer defaults under this MSA or an Order written hereunder, Customer agrees to pay all of the costs Xerox incurs to enforce its rights against Customer, including reasonable attorneys' fees and actual costs.

**12. CONFIDENTIAL INFORMATION.**

- a. While Xerox is providing Services hereunder, each party will disclose to the other certain business information identified as confidential ("Confidential Information"). Customer Content shall be considered Customer's Confidential Information and the terms and conditions of this MSA, and any Orders, SOWs, attachments, exhibits and amendments hereto, as well as Xerox Tools, Developments and Pre-Existing Work, shall be considered Xerox's Confidential Information. As used herein, (i) "Developments" are items created by Xerox and its employees, agents, and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship or materials, in the course of performing Services, and (ii) "Pre-existing Work" are those items used or incorporated into a Deliverable, including, but not limited to, any computer programs, code, processes, operations and procedures manuals, routines, algorithms, or other materials, that are developed or acquired by Xerox independent of performing the Services and modifications, enhancements, improvements and derivative works thereof (Developments and Pre-Existing Work are, collectively, "Xerox Work"). "Xerox Tools" means certain proprietary tools used by Xerox to provide Services and any modifications, enhancements, improvements and derivative works thereof.
- b. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth above shall terminate one (1) year after expiration or termination of this MSA or any Order under which such Confidential Information was disclosed, whichever occurs later; provided however, for Xerox Work and Xerox Tools, confidentiality obligations with respect thereto shall not terminate unless (i), (ii) or (iii) in the preceding sentence of this Section becomes applicable thereto. The parties do not intend for Customer to disclose hereunder confidential technical information, which includes, but is not limited to, computer programs, source code, and algorithms, and Customer will only disclose the same under provisions of a separate agreement. Upon the expiration or termination of this MSA, each party shall return to the other or, if so requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive the termination of this MSA and the Orders entered hereunder.

**13. INTELLECTUAL PROPERTY.**

- a. **CUSTOMER CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the Customer Content and Customer Assets or otherwise has the right to authorize Xerox to perform the Services hereunder. Customer represents and warrants the Customer Content does not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX WORK.** Xerox, its employees, agents and/or licensors shall at all times retain all rights to the Xerox Work and, except as expressly set forth herein, no rights to Xerox Work are granted to Customer.
- c. **OUTPUT OF SERVICES.** Output of Services is the sole and exclusive property of Customer and Xerox shall gain no rights therein, except as may be required for Xerox to perform Services pursuant to an Order. Xerox hereby assigns, grants, conveys, and transfers to Customer all rights in and to the Output of Services for the applicable Order. Xerox reserves the right to revoke such rights if Customer fails to pay for such Services, or otherwise defaults under this MSA.
- d. **LIMITED USE GRANTS.** Xerox grants Customer a non-exclusive, perpetual (subject to revocation for default under this MSA), fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for Customer's customary business purposes, and not for resale, license and/or distribution outside of Customer's organization. Customer agrees not to decompile or reverse engineer any Xerox Work.
- e. **THIRD PARTY SOFTWARE.** Third Party Software constituting a Deliverable and, if applicable, support therefor, is provided pursuant to the terms of the third party's customary end user license agreement and/or support agreement.
- f. **LIMITED SUBLICENSING GRANTS.** Customer may not sublicense any rights granted to it hereunder, but may authorize a third party ("Customer Designee") to use any of the rights granted to Customer under this MSA, solely for the benefit of Customer and Customer's internal business purposes. Customer agrees that any Customer Designee operating or maintaining the delivered

solution shall be subject to written confidentiality obligations with respect to Confidential Information that shall be no less restrictive than those set forth in this MSA.

- g. **LIMITED LICENSE TO ASSESSMENTS.** Customer may duplicate and distribute Assessments only for Customer's internal business purposes. Any recommendations, assessments and processes described in Assessments may only be implemented by Xerox for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- h. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this MSA, no other rights or licenses are granted to Customer. Further, the rights granted to Customer under subsections d. and/or g. in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
- i. **XEROX TOOLS.** Customer agrees that Customer shall have no rights to use, access or operate Xerox Tools. Xerox Tools will be installed and operated only by Xerox. Customer will have access to data and reports generated by Xerox Tools and stored in a provided database to the extent set forth in the applicable SOW, which shall be Output of Services. All Xerox Tools may be removed at Xerox's sole discretion. Customer acknowledges that Xerox does not license Xerox Tools separate and apart from the provision of Services associated with the use of Xerox Tools.

#### 14. INDEMNIFICATION.

- a. Each party, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other (including its directors, officers, employees and agents) from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or tangible property damage to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this MSA or any Order entered hereunder. The indemnifying party is not responsible for any litigation expenses or settlements of the other party unless the indemnifying party pre-approves them in writing.
- b. Xerox, at its expense, if promptly notified by Customer and given the right to control the defense, will defend Customer (including its directors, officers, employees and agents) from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in i. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing.
  - i. Excluded from Xerox's obligations under b. above, and with respect to which Customer, at its expense, will defend Xerox (including its directors, officers, employees and agents) from, and pay any settlement agreed to by Customer or any ultimate judgment for, are claims arising from or relating to: (A) Services performed using Customer Assets and/or Customer Content for which Customer failed to provide to Xerox sufficient rights; (B) Services performed, or Deliverables provided, to Customer's specification or design, (C) infringement resulting from or caused by Customer's misuse or unauthorized modification of systems or product; (D) use of Services or Deliverables in combination with other products, services or data streams not provided by Xerox if such combination forms the basis of such claim; (E) Customer's failure to use corrections or enhancements to the Services or Deliverables provided by Xerox, or (F) Customer provision to Xerox of material for duplication in violation of the copyright of a third party and it is agreed and understood by the parties that, under this MSA or any Order entered hereunder, Xerox is not undertaking, and will not undertake, any obligation or duty of any kind or type to determine or ascertain whether material provided to it for duplication may be duplicated without violating a third party's copyright therein. Customer is not responsible for any non-Customer litigation expenses or settlements unless Customer pre-approves them in writing.
  - ii. If the use of the Services or Deliverables (excluding Third Party Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and its sole expense, exercise any or all of the following remedies: (A) obtain for Customer the right to continue to use such Services or Deliverables; (B) modify such Services or Deliverables so they are non-infringing and in compliance with the applicable Order; (C) replace such Services or Deliverables with non-infringing ones that comply with the applicable Order; or (D) terminate such infringing Services, accept the return of such infringing Deliverables and refund to Customer any amount paid for the infringing item, less net benefits realized.

#### 15. LIMITATION OF LIABILITY.

Xerox shall not be liable to Customer, in the aggregate, for any direct damages in excess of the amounts paid by Customer to Xerox during the twelve (12) months prior to the claim pursuant to the Order under which the claim arose or \$50,000, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this MSA or any Order entered hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability shall not be applicable to any specific indemnification obligations set forth in this MSA or to Customer's breach of confidentiality obligations regarding the Xerox Tools.

#### 16. ASSIGNMENT.

- a. If Customer wishes to assign any of its rights or obligations under this MSA or an Order hereunder, Customer shall provide written request to Xerox, which includes the name of the proposed Customer assignee. Such request will be granted by Xerox if: (i) Customer is not in default hereunder or under another agreement with Xerox; (ii) the proposed Customer assignee authorizes Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies; (iii) the proposed Customer assignee meets Xerox's then-current credit criteria for similar transactions as determined by Xerox in its sole discretion; and; (iv) the Customer and proposed Customer assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by Customer requires the written consent of Xerox and may not be accomplished by operation of law.
- b. Xerox may assign this MSA, or any Order hereunder, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to or consent from Customer, provided, however, any proposed assignment to a person or entity not identified previously in this sentence shall require Customer's prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox, without notice to Customer, may release information it has about Customer related to this MSA. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. Customer shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services, and Customer hereby waives and releases any assignees of Xerox from any claim relating to, or arising from, the performance of Xerox's obligations hereunder. Customer



shall not assert any defense, counterclaim or setoff that it may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, Customer shall remit payments due in accordance with remittance instructions of the assignee.

**17. NOTICES.**

- a. Except as provided elsewhere in this MSA, all notices issued hereunder must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier. Invoices are not considered notices under this MSA and are governed by provisions relating specifically thereto.
- b. Except as set forth in c. below, notices shall be sent to Customer's or Xerox's business address, or to such other address designated by either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for Customer, the "Bill To" address set forth in an Order and, for Xerox, the inquiry address set forth on the most recent invoice to Customer for the subject Order.
- c. Notices advising a party of a default (other than a default related to payment under this MSA or an Order, which shall be sent to the applicable address in b. above), or of an obligation under an indemnification provision hereunder shall be sent to a party at the party's following address or such other address as a party designates to the other in writing, including any change of address:

**To Customer:**

**To Xerox:**

Office of General Counsel  
 Xerox Corporation  
 45 Glover Avenue  
 P. O. Box 4505  
 Norwalk, CT 06856-4505

**18. FORCE MAJEURE.** Xerox shall 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, 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 or an order or a rule or regulation of a governmental entity. In such event, Xerox shall undertake reasonable action to notify Customer of same. If any circumstance subject to this Section results in any unit of Equipment to be non-functioning for thirty (30) business days, Customer may terminate the non-functioning unit of Equipment and other than payment of amounts due and owing through the date such Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment.

**19. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Each party represents that, as of the date of this MSA, it has the lawful power and authority to enter into this MSA, the individuals signing this MSA or an Order are duly authorized to do so on its behalf and, by entering into this MSA, it will not violate any law or other agreement to which it is a party. In addition, Customer is not aware of anything that will have a material negative effect on its ability to satisfy Customer's payment obligations under this MSA and all financial information Customer has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party agrees it will promptly notify the other party in writing of a change in ownership, if it relocates its principal place of business or changes the name of its business.

**20. MISCELLANEOUS.**

- a. This MSA and any Order hereunder shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). Customer and Xerox agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York. In any action to enforce this MSA or any Order hereunder, the parties agree to waive their right to a jury trial. If a court finds any term of this MSA or an Order hereunder to be unenforceable, the remaining terms of this MSA or such Order shall remain in effect.
- b. Xerox may retain a hardcopy, electronic image, photocopy or facsimile of this MSA and each Order hereunder, which shall be considered an original and shall be admissible in any action to enforce said MSA or Order. This MSA may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. In addition, both parties may retain a reproduction of each Order hereunder which shall be admissible in any action to enforce said Order, but only the Order held by Xerox shall be considered an original.
- c. Xerox may accept this MSA or any Order hereunder either by its signature or by commencing performance (e.g., Equipment delivery, initiating Maintenance Services, commencement of Services, etc.).
- d. The following four sentences control over every other part of this MSA and any Order entered into hereunder and over all other documents now or later pertaining to this MSA or such Order. Customer and Xerox both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of this MSA or any Order that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this MSA or any Order 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 to the payment of amounts owed hereunder or any Order hereunder, or refunded to Customer.

**FOR ANY EQUIPMENT AND/OR SOFTWARE ORDERED BY CUSTOMER, OR SUPPLIED AS PART OF ANY SERVICES HEREUNDER, SECTIONS 21. THROUGH 30. SHALL APPLY IN ADDITION TO SECTIONS 1 THROUGH 20.**

**21. VOLUME REVIEW.** At Customer's request, the parties may meet annually to review the volume of prints for Equipment for the previous twelve (12) months under one or more Orders based on reporting provided by Xerox. Based on said review, the parties may mutually agree to revise the Prints Included in Minimum and the associated MMC in said Order(s).

**22. TOTAL SATISFACTION GUARANTEE.** If Customer is not totally satisfied with any Equipment delivered under this Agreement, Xerox will, at Customer's request, replace it without charge with an identical model or, at the option of Xerox, with a machine with comparable features and capabilities. This guarantee will be effective during the initial term (up to a period of sixty (60) months) of the Equipment specified on an Order and Form 52557 (August 20, 2009)

applies only to Equipment which has been continuously maintained by Xerox or its authorized representatives under a Xerox express warranty or Xerox Maintenance plan (i.e., contract for Maintenance Services), and is not applicable to Equipment damaged or destroyed due to an act of God.

**23. MAINTENANCE SERVICES.** Unless otherwise stated, Xerox (or a designated servicer) will provide the following Maintenance Services, which may also be referred to as "Break/Fix Services", under an Order for Equipment (unless Customer is acquiring Equipment for which Xerox does not offer Maintenance Services; such Equipment to be designated as "No Svc.")

**XEROX CONFIDENTIAL**

Page 6 of 9



- a. **REPAIRS & PARTS.** Xerox will make repairs and adjustments necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.
- b. **HOURS & EXCLUSIONS.** Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. Customer agrees to give Xerox reasonable access to the Equipment. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).
- c. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must conform to Xerox's published requirements throughout the term of an Order. If applicable, Customer agrees to provide meter readings in the manner prescribed by Xerox. If Customer does not provide Xerox with meter readings as required, Xerox may estimate them and bill Customer accordingly.
- d. **EQUIPMENT REPLACEMENT.** 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 product of equal or greater capabilities. If the replacement product is provided pursuant to this Section, there shall be no additional charge for Maintenance Services during the initial term of the applicable Order and the replacement product shall be subject to the terms and conditions of the MSA. The end of service ("EOS") date for a particular model of EOS Equipment is the date after which Xerox has no obligation to maintain such model of EOS Equipment. Notwithstanding anything to the contrary herein, Xerox shall have no obligation to replace such EOS Equipment. An EOS Date Equipment List is available upon request.
- e. **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, the 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.
- f. **PC/WORKSTATION REQUIREMENTS.** In order to receive Maintenance Services and/or Software Support for Equipment requiring connection to a PC or workstation, Customer must utilize a PC or workstation that either (i) has been provided by Xerox or (ii) meets Xerox's published specifications.

**24. CONSUMABLE SUPPLIES INCLUDED (IN MONTHLY MINIMUM / PRINT CHARGES).** For Equipment Orders that include consumable supplies in the Print Charges, Xerox (or a designated servicer) will provide Customer with black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser agent ("Consumable Supplies") throughout the term of the Equipment Order. For full-color Equipment Orders that include Consumable Supplies, Consumable Supplies shall also include, as applicable, color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, 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. Customer agrees that the Consumable Supplies are Xerox's property until used by Customer, that Customer will use them only with the Equipment under the applicable Order, that Customer will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point and that Customer will either return any unused Consumable Supplies to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, at the end of the term

of the applicable Equipment Order or destroy them in a manner permitted by applicable law. Should Customer's use of Consumable Supplies exceed Xerox's published Consumable Supplies yields for these items by more than ten percent (10%), Customer agrees that Xerox shall have the right to charge Customer for any such excess usage. When requested by Xerox, Customer shall provide an inventory of Consumable Supplies in its possession and meter readings.

**25. 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 both 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 to the status of Third Party Hardware.

**26. EARLY TERMINATION.**

- a. If Equipment has been replaced by Xerox under the "Equipment Replacement" provision of the Section titled "MAINTENANCE SERVICES" herein and Xerox is unable to maintain the replacement Equipment, then Customer may terminate said unit of Equipment and other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment.
- b. If a significant business downturn causes the Customer to close its business and liquidate its assets due to Customer's bankruptcy or an assignment of its business to creditors is made, Customer may terminate one or more units of Equipment and, other than payment of the amounts due and owing through the date the terminated Equipment is returned to Xerox, Customer shall have no further financial obligations for said terminated Equipment if it is returned to Xerox in the same condition as when delivered, reasonable wear and tear excepted.

**27. SOFTWARE TERMS:**

- a. **SOFTWARE LICENSE.** The following terms apply to copyrighted Software and the accompanying documentation, including, but not limited to, operating system Software, provided with or within the Equipment acquired hereunder ("Base Software") as well as Software specifically set out as "Application Software" on an Order. This license does not apply to any Diagnostic Software, any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement including, but not limited to any operating system software for Third Party Hardware.
- i. Xerox grants Customer a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants Customer a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as Customer is current in the payment of any indicated software license fees (including any Annual Renewal Fees). Customer has no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of the MSA's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) Customer has defaulted under an Order; or, (c) such license is terminated or expires.
- ii. Xerox may terminate Customer's license for any Base Software (1) immediately if Customer no longer uses or possesses the Equipment, or (2) upon the termination of any Order or separate agreement under which Customer has acquired the Equipment.
- iii. If Customer transfers possession of the Equipment after Customer obtains title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's



- then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.
- iv. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for ninety (90) days from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.
  - b. **SOFTWARE SUPPORT.** During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to the MSA, Xerox will provide software support under the following terms provided Customer is current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees):
    - i. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions.
    - ii. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to Customer. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, Customer must procure, at its expense, additional hardware and/or software from Xerox or any other entity. Customer agrees to return or destroy all prior releases.
    - iii. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided Customer reports problems in the manner specified by Xerox.
    - iv. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if Customer has modified said Software.
    - v. For Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. For State and Local Government Customers, this adjustment shall take place at the commencement of each of Customer's annual contract cycles.
  - c. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The 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/or Xerox's licensors. Customer agrees that (1) Customer's acquisition of the Equipment does not grant Customer a license or right to use the Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, Customer will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). Customer agrees at all times (including subsequent to the expiration of the MSA or an Order hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.
  - d. **THIRD PARTY SOFTWARE.** Third Party Software is subject to license and support terms provided by the vendor therefor.
- 28. REMOTE DATA COLLECTION.** Xerox may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data used by Xerox or a designated servicer to support and service the Equipment, or for Xerox billing, supplies replenishment or product improvement purposes. Automatically transmitted data may include, but is not limited to, product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox.
- 29. TRADE-IN EQUIPMENT.** If Customer is providing trade-in equipment ("Trade-In Equipment") to Xerox under an Order, Customer warrants that Customer has the right to transfer title to the Trade-In Equipment and that it has been installed and performing its intended function. Title and risk of loss to the Trade-In Equipment shall pass to Xerox when Xerox removes it from Customer's premises. Customer warrants that the Trade-In Equipment is in good working order, has not been modified from its original configuration (other than by Xerox), and has a UL label attached. Customer agrees to maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. Customer agrees to pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and to pay all maintenance, administrative, supply and finance charges for this equipment through the date title passes to Xerox.
- 30. WARRANTY DISCLAIMER & WAIVERS.**
- a. 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.
  - b. FOR EQUIPMENT, SOFTWARE, XEROX-BRAND SUPPLIES AND MAINTENANCE SERVICES, XEROX DISCLAIMS, AND CUSTOMER WAIVES, IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

This MSA, its attachments and any Order hereunder constitute the entire agreement between the parties as to its subject matter and supersede all prior and contemporaneous oral and written agreements as they pertain to such subject matter. All changes to this MSA or an Order must be made in a writing signed by both parties. The parties agree that in the event of any conflict between the terms and conditions in this MSA and any Order, the terms and conditions of this MSA shall prevail except where expressly stated otherwise herein.





**ENTER CUSTOMER NAME**

**XEROX CORPORATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Xerox Service & Solutions Agreement

This document becomes confidential when filled out.

## SERVICES AND SOLUTIONS AGREEMENT



THIS SERVICES AND SOLUTIONS AGREEMENT ("Agreement" or "SSA"), which bears SSA No. \_\_\_\_\_, is entered by and between ("Customer") and Xerox Corporation ("Xerox").

1. **SCOPE.** The acquisition of (i) "Services" (collectively managed services and consultative services), (ii) Xerox-brand equipment ("Equipment"), third party hardware ("Third Party Hardware"), Xerox-brand software ("Software") and/or third party software ("Third Party Software") (collectively "Products") and/or (iii) Maintenance Services by Customer (or "you") is subject to the prices and terms and conditions set forth in this Services and Solutions Agreement ("SSA"). Third Party Hardware and Third Party Software are, collectively, "Third Party Products". Services, Products, and Maintenance Services are, collectively, "Offerings". "Deliverables" include, but are not limited to, Products, Output of Services, Assessments and Documentation.

2. **SERVICES GUARANTEE.** Xerox will provide the Services set forth in each Order and, if the Services do not comply with the service levels set forth in a Statement of work ("SOW") during its term, Customer agrees to notify Xerox in writing detailing its concerns regarding the same. No later than ten (10) days following Xerox's receipt of said notice, Xerox and Customer agree to meet, clarify the Customer's concern(s) and begin to develop a corrective action plan ("Plan") to remedy such alleged non-compliance. As Customer's exclusive remedy for Xerox's non-compliance, Xerox, within sixty (60) days of finalizing the Plan or a time period as otherwise agreed to in writing by the parties, will either modify such Services so they are compliant with such SOW or re-do the work at no additional charge. For California locations, you will legally dispose of all hazardous wastes generated from use of Third Party Hardware or supplies.

### 3. ORDERS.

a. Services and Deliverables provided by Xerox will be set forth in one or more Services and Solutions Orders ("SSO") which will be mutually agreed upon and signed by the Customer. SSOs assigned the same 10 digit number constitute a "Services Contract". Unless otherwise provided in a SSO, terms and conditions in a SSO that is part of a Services Contract shall be applicable to all SSOs constituting that Services Contract. Customer may also issue purchase orders to Xerox for order entry purposes only, specifying Customer's requested shipment date, installation site, quantities, bill-to address, services description and term, and applicable Trade-In Equipment. Such purchase orders shall incorporate and be subject solely to the terms and conditions of the applicable Services Contract, notwithstanding anything contained in any such purchase order at variance with or in addition to the applicable Services Contract. Any SSO or Customer-issued purchase order shall be an individual order ("Order") hereunder and, irrespective of its form, must reference the contract number of the applicable Services Contract.

b. During the term of an Order, Customer shall permit Xerox and its agents to use or access, and shall grant or transfer sufficient rights to enable Xerox and its agents to use or access, all hardware, software and/or work space owned, leased, rented, licensed and/or controlled by Customer, and any services utilized by Customer that Xerox needs to enable Xerox to perform the Services (collectively "Customer Assets").

c. Orders may be submitted via hard copy or electronic means and those submitted electronically by Customer shall be considered for all purposes to (i) be a "writing" or "in writing"; (ii) be "signed"; (iii) constitute an "original" when printed from electronic records established and maintained in the ordinary course of business; and, (iv) be valid and enforceable.

### 4. TERM.

a. This SSA shall commence on the date it is accepted by Xerox, and shall continue for a period of \_\_\_\_\_ months unless terminated earlier by either party upon not less than ninety (90) days prior written notice to the other party. In the event this SSA expires, or either party elects to terminate this SSA, each Order hereunder shall remain in full force and effect until the end of its term (including any renewals or extensions thereto) or it is terminated, and shall at all times be governed by the terms and conditions of this SSA as if it were still in effect.

b. The term of each SSO hereunder shall be set forth under the heading "Term" in the "Order Summary" area on the face of said SSO, and shall continue for the term stated. If an Order is terminated, the term of any remaining Orders shall continue unaltered.

c. Unless either party provides notice at least thirty (30) days before the end of the term of any Order hereunder of its intention not to renew same, it will continue on a month-to-month basis at the same price and on the same terms and conditions set forth in said Order. During said continuation, either party may terminate such Order on at least thirty (30) days notice.

5. **PERSONNEL.** Xerox agrees to comply with your internal policies you provide to Xerox in writing for security and safety that are reasonable and customary under the circumstances, and that do not conflict with this SSA. You will provide Xerox with reasonable prior notice of such policies and any changes thereto. Neither party shall, directly or indirectly, actively solicit the employment of the other party's staff providing Services hereunder, which includes Xerox's agents, and their supervisors during the term of this SSA and for a period of one (1) year thereafter. Employment arising from inquiries received via advertisements in newspapers, job fairs, unsolicited resumes or applications for employment shall not be considered active solicitation. The sole remedy of a party for breach of this restriction is to receive payment, as liquidated damages and not as a penalty, from the defaulting party equal to the individual's then current annual salary (or the fees paid to an agent in the past twelve (12) months), within thirty (30) days of the start date of the individual. Xerox is an independent contractor hereunder.

6. **ELIGIBLE SUBSIDIARIES.** Xerox will also provide Offerings subject to this SSA to Customer's domestic subsidiaries and affiliates of which more than fifty percent (50%) of the stock entitled to vote for election of members to such subsidiary's or affiliate's Board of Directors is owned by Customer ("Eligible Subsidiaries"). If an Eligible Subsidiary submits an Order hereunder, it shall be the "Customer" for the purposes of such Order. In the event of divestiture of an Eligible Subsidiary, Customer shall notify Xerox and order-taking under this SSA shall terminate immediately with respect to such divested entity; however, Offerings installed at such divested entity under an Order shall retain the pricing and terms and conditions thereof until the Offering's initial term expires.

7. **PRICING.** Pricing shall be as set forth in an Order. The monthly charge ("Monthly Minimum Charge" or "MMC"), along with any Additional Impression Charges, covers Customer's monthly cost for the Services, Products and Maintenance Services hereunder and such MMC will change with each Order. The MMC may also include, but not be limited to, lease buyout funds, Third Party Funds, supplemental funds, monthly equipment component amounts, remaining Customer obligations from previous contracts, amounts being financed or refinanced, analyst services and/or customer training services. One-time items ("One-Time Items") are billed separately from the MMC.

### 8. PAYMENT, CREDIT AND TAXES.

a. **PRICING, PAYMENT AND CREDIT.** Invoices are payable upon receipt and you shall pay Xerox all sums due hereunder no later than thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments will not reduce your obligations. If Services begin partially and/or early, Xerox will bill you on a pro rata basis, based on a 30-day billing month, and the terms and conditions of this SSA will apply. Services requested and performed outside your standard working hours will be at Xerox's then-current overtime rate. Xerox is responsible for all standard delivery and removal charges for Equipment and Third Party Hardware and you are responsible for any non-standard delivery and removal charges. You authorize Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies. Xerox reserves the right to review and approve Customer's credit prior to acceptance of each Order.

b. **TAXES.** You shall be responsible for all Taxes, which will be included in Xerox's invoice unless you provide proof of your tax-exempt status. "Taxes" shall mean any tax, assessment, or charge imposed or collected by any governmental entity or any political subdivision thereof, however

designated or levied on this SSA or any Order hereunder or the amounts payable to Xerox under this Agreement or any Order. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon. Taxes do not include, and Xerox shall be responsible for: (i) taxes on Xerox's net income, and (ii) personal property taxes on Equipment installed under Rental or Lease Orders, unless such Equipment is installed in a jurisdiction where the taxing authority requires you to pay such personal property taxes. If a taxing authority determines Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

**9. CONSUMABLE SUPPLIES INCLUDED.** For Equipment, Xerox (or a designated servicer) will provide black toner (excluding highlight color toner), black developer, Cartridges, and, if applicable fuser agent ("Consumable Supplies"), required to make impressions. For full-color Equipment, Consumable Supplies also includes color toner and developer. For Equipment identified as "Phaser", Consumable Supplies may also include, 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. Consumable Supplies are Xerox's property until used by you and you will (i) use them only with the Equipment hereunder, (ii) return all Cartridges to Xerox as provided herein, and (iii) return any other Consumable Supplies to Xerox, at Xerox's expense when using Xerox-supplied shipping labels, at the end of the term of the applicable Equipment or destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for them by more than ten percent (10%), Xerox shall have the right to charge you for any such excess usage. If Xerox provides paper hereunder, upon thirty (30) days notice, Xerox may adjust the paper pricing or either party may terminate the provision of paper.

**10. LATE CHARGES AND DEFAULT.** For any payment not received by Xerox within ten (10) days of its due date, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs. You will be in default if Xerox does not receive any payment within fifteen (15) days after the date it is due or if you breach any other obligation under this or any other agreement with Xerox. If you default, Xerox, in addition to its other remedies (including the cessation of Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (i) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law) and (ii) any applicable monthly equipment components ("MECs") and early termination charges ("ETCs"). Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. If you default under this SSA, you shall pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.

**11. CONFIDENTIAL INFORMATION.** Each party will disclose to the other certain business information identified as confidential ("Confidential Information"). Customer Content consists of documents, materials and data provided in hard copy or electronic format by you to Xerox containing information about you and/or your clients and is considered your Confidential Information. This SSA, as well as Developments and Pre-Existing Work (collectively "Xerox Work"), Xerox Tools as defined herein, Orders and SOWs shall be considered Xerox's Confidential Information. "Developments" are items created by Xerox employees, agents and/or licensors, including, but not limited to, computer programs, code, reports, operations and procedures manuals, forms, design or other works of authorship, and "Pre-existing Work" are items used or incorporated into a Deliverable or developed or acquired by Xerox independent of performing the Services. "Output of Services" constitute electronic images created by scanning tangible documents containing Customer Content, or the content of any reports and other materials, created by Xerox specific to and for Customer per the applicable SOW, but shall not include software. "Assessments" are assessment and recommendation reports created as a result of assessment services. "Documentation" means all manuals, brochures, specifications, information and software descriptions in electronic, printed, and/or camera-ready form, and related materials customarily provided by Xerox for use as part of the Services. Each party will make reasonable efforts not to disclose the other party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidentiality obligations set forth above shall terminate one (1) year after expiration or termination of this SSA or the last effective Services Contract hereunder, whichever is later; provided however, for Xerox Work and Xerox Tools, confidentiality obligations with respect thereto shall not terminate unless (i), (ii) or (iii) in the preceding sentence of this Section becomes applicable thereto. The parties do not intend for Customer to disclose confidential technical information hereunder, which includes, but is not limited to, computer programs, source code, and algorithms, and Customer will only disclose the same under the auspices of a separate agreement. Upon expiration or termination of this SSA, each party shall return to the other or, if so requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this SSA.

**12. INTELLECTUAL PROPERTY.** You represent and warrant you own the Customer Content and Customer Assets or otherwise have the right to authorize Xerox to perform Services hereunder and the Customer Content does not, and shall not, contain content that (i) is libelous, defamatory or obscene and/or (ii) infringe on or violate any applicable laws, regulations or rights of a third party of any kind. Xerox, its employees, agents and/or licensors shall at all times retain all rights to Xerox Work and Xerox Tools (with "Xerox Tools" being proprietary tools used by Xerox to provide the Services, and any modifications, enhancements, improvements and derivative works thereof), and except as expressly set forth herein, no rights to Xerox Work and Xerox Tools are granted to you. You shall have no rights to use, access or operate the Xerox Tools, which will be installed and operated only by Xerox. You 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. All Xerox Tools may be removed at Xerox's sole discretion. You acknowledge that Xerox does not license the Xerox Tools separate and apart from the provision of Services associated with their use. You agree not to decompile or reverse engineer any Xerox Work or Xerox Tools. Xerox grants you a non-exclusive, perpetual fully paid-up, worldwide right to use, display and reproduce Xerox Work and Documentation only as required for use of the Services and Deliverables for your customary business purposes, and not for resale, license and/or distribution outside of your organization. You may not sublicense any rights granted to you hereunder, but may authorize a third party ("Designee") to use such rights, solely for your benefit and your internal business purposes. Any Designee operating or maintaining the delivered solution shall be subject to written confidentiality obligations with respect to Confidential Information that shall be no less restrictive than those set forth in this SSA. Output of Services is your sole and exclusive property and Xerox shall gain no rights therein, except as may be required for Xerox to perform Services hereunder. Xerox hereby assigns, grants, conveys, and transfers to you all rights in and to the Output of Services hereunder. You may duplicate and distribute Assessments only for your internal business purposes. Recommendations, assessments and processes described in Assessments may only be implemented for you by Xerox and only for your internal business purposes. Except as set forth expressly in this Section, no other rights or licenses are granted to you. Any rights or licenses that are granted to you shall immediately terminate if you (i) default hereunder with respect to any of your obligations related to such rights or licenses, (ii) fail to pay amounts due, or (iii) otherwise default under this SSA.

**13. REPORTS.** Upon Customer's request, Xerox may issue mutually agreed upon reports reflecting information that is accurate at the time the report is issued, including estimates of information based on pending Orders.

**14. EARLY TERMINATION.** Xerox is providing Equipment for the entire term of the Order under which it is installed. If, prior to the expiration of an Order, you terminate Equipment, require Equipment to be removed or replaced, or Xerox terminates said Order due to your default, you agree to

pay early termination charges. Said early termination charges shall be more fully defined in the applicable Services Contract and are available from Xerox upon request.

**15. EARLY TERMINATION – SERVICES AND PERSONNEL.** Except as otherwise set forth in a SOW, upon ninety (90) days prior written notice, you may terminate or reduce any Services or personnel without incurring ETCs. Notwithstanding the foregoing, if any Services or personnel are terminated (i) by Xerox due to your default or (ii) by you and you acquire Services from another supplier within six (6) months of the termination of such Services or personnel, you shall pay all amounts due as of the termination date, together with ETCs, for loss of bargain and not as a penalty, equal to the then current MMC for said terminated or reduced Services or personnel multiplied by the number of months remaining in their term, not to exceed six (6) months.

**16. EARLY TERMINATION – THIRD PARTY and AMORTIZED SERVICES.** Certain Xerox Services, such as consulting and training, may be amortized over the life of an Order ("Amortized Services"). Xerox may provide funds to acquire Third Party Hardware, to license Third Party Software and/or to retire debt on existing Third Party Hardware ("Third Party Funds"). Collectively, Third Party Funds and Amortized Services are "Funds". The Funds amount will be included in the MMC. Notwithstanding the provision entitled "EARLY TERMINATION – SERVICES AND PERSONNEL", 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, you agree 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. You agree to maintain the manufacturer's maintenance agreement for any Third Party Hardware and applicable Third Party Software licenses. Any express warranties for such Third Party Hardware or Third Party Software shall be available to you.

**17. INDEMNIFICATION.**

a. Each party, at its expense, if promptly notified by the other and given the right to control the defense, will defend the other from, and pay any settlement agreed to by the indemnifying party or any ultimate judgment for, all claims by third parties for personal injury (including death) or tangible property damage to the extent proximately caused by the willful misconduct or negligent acts or omissions of the indemnifying party, its employees or agents in connection with this SSA. The indemnifying party is not responsible for any litigation expenses or settlements of the other party unless the indemnifying party pre-approves them in writing.

b. Xerox, at its expense, if promptly notified by you and given the right to control the defense, will defend you from, and pay any settlement agreed to by Xerox or any ultimate judgment for, any claim not identified in (i)-(vi) below or subject to c. below that any Services or Deliverables (excluding Third Party Products) infringe a third party's U.S. intellectual property rights. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless Xerox pre-approves them in writing. Excluded herein are claims arising from or relating to: (i) Services performed using Customer Assets and/or Customer Content for which you failed to provide to Xerox sufficient rights; (ii) Services performed, or Deliverables provided, to your specification or design, (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product; (iv) use of Services or Deliverables in combination with other products, services or data streams not provided by Xerox if such combination forms the basis of such claim; (v) your failure to use corrections or enhancements to the Services or Deliverables provided by Xerox, and (vi) your provision to Xerox of material for duplication in violation of the copyright of a third party and it is agreed and understood by the parties that, under this SSA, Xerox is not undertaking, and will not undertake, any obligation or duty of any kind or type to determine or ascertain whether material provided to it for duplication may be duplicated without violating a third party's copyright therein. If the use of the Services or Deliverables (excluding Products) are enjoined as a result of a claim under this Section, or in the reasonable opinion of Xerox are likely to be the subject of such a claim, Xerox will, at its option and sole expense, exercise any or all of following remedies: obtain for you the right to continue to use such Services or Deliverables; modify such Services or Deliverables so they are non-infringing; replace such Services or Deliverables with non-infringing ones or terminate such infringing Services, and/or, accept the return of such infringing Deliverables and refund to Customer any amount paid for the infringing item, less net benefits realized.

c. You, at your expense, if promptly notified by Xerox and given the right to control the defense, will defend Xerox from, and pay any settlement agreed to by you or any ultimate judgment for, all third party claims subject to b.(i)-(vi) above or for infringement of any intellectual property rights arising out of or related to performance of Services using Customer Assets, Customer Content or other materials pursuant to your request or direction or for your breach of the first sentence of the Section herein titled "INTELLECTUAL PROPERTY". You are not responsible for Xerox litigation expenses or settlements unless you pre-approve them in writing.

**18. LIMITATION OF LIABILITY.** Xerox shall not be liable to you, in the aggregate, for any direct damages in excess of the amounts paid by you to Xerox during the twelve (12) months prior to the claim or \$50,000, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this SSA or any Order hereunder, whether the claim alleges tortious conduct (including negligence) or any other legal theory. This limitation of liability shall not be applicable to any specific indemnification obligations set forth in this SSA or to Customer's breach of confidentiality obligations regarding the Xerox Tools.

**19. ASSIGNMENT.** You may not assign any of your rights or obligations hereunder. Xerox may assign the SSA and any Orders hereunder, in whole or in part, without prior notice to you and may release information Xerox has about you to an assignee. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox pursuant to the SSA. You shall continue to look to Xerox for performance of Xerox's obligations hereunder and you hereby waive and release any assignees of Xerox from any such claim. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox.

**20. FORCE MAJEURE.** Except for payment obligations hereunder, neither party shall be liable to the other for its failure to perform any of its obligations hereunder during any period in which such performance is delayed by circumstances beyond its reasonable control and the affected party shall undertake reasonable action to notify the other party of each such circumstance.

**21. MAINTENANCE SERVICES.** Unless otherwise stated, Xerox (or a designated servicer) will provide the following Maintenance Services (a/k/a "Break / Fix") for Equipment.

a. **REPAIRS & PARTS.** Xerox will make repairs necessary to keep Equipment in good working order (including such repairs or adjustments required during initial installation). Parts required for repair may be new, reprocessed, or recovered.

b. **HOURS & EXCLUSIONS.** Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).

c. **INSTALLATION SITE & METER READINGS.** The Equipment installation site must at all times conform to Xerox's published requirements. Unless meter read Services are provided by Xerox hereunder, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.

d. **EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described above, Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. Notwithstanding anything to the contrary herein, Xerox shall have no obligation to replace Equipment beyond its end of service ("EOS") date. An EOS date equipment list is available upon request.

- e. **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"), you agree 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, the 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.
- f. **PC/WORKSTATION REQUIREMENTS.** For Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox or (2) meets Xerox's published specifications.
- 22. EQUIPMENT STATUS.** Unless you are acquiring Previously Installed Equipment, Equipment will be either: (i) "Newly Manufactured", which may contain some recycled components that are reconditioned; (ii) "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 both new components and recycled components that are reconditioned; or, (iii) "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 Third Party Hardware.
- 23. TITLE, RISK OF LOSS AND PROTECTION OF XEROX'S RIGHTS.** Title to Equipment and Third Party Hardware shall remain with Xerox until you purchase same. Risk of loss for the Products shall pass to you upon delivery. You will keep the Products insured against loss and the policy will name Xerox as Loss Payee. You hereby authorize Xerox or its agents to file financing statements necessary to protect Xerox's rights in Equipment and/or Third Party Hardware.
- 24. SERVICES AND THIRD PARTY PRODUCT WARRANTY / WARRANTY LIMITATIONS, AND WARRANTY DISCLAIMER/ WAIVER.**
- a. **SERVICES WARRANTY.** Xerox represents and warrants to Customer that the Services will be performed in a skillful and workmanlike manner; provided however, in no event will Xerox be responsible for any failure to perform Services if the failure is caused by: (i) Customer Assets, Customer Content, or services, maintenance, design implementation, supplies or data streams provided by Customer, Customer's agent or service provider to Xerox for use hereunder, (ii) Customer's failure to contract for the minimum types and quantities of Products required by Xerox to perform the Services, or (iii) Customer's failure to provide Xerox access to Customer's personnel and systems or to transfer to Xerox sufficient rights to use, access and/or modify Customer Assets constituting hardware and software, including software owned or licensed by Customer, and/or Customer Content as necessary for the provision of Services.
- b. **WARRANTY DISCLAIMER AND WAIVER FOR SERVICES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION FOR SERVICES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, THEREFOR AND XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES FOR SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.
- c. **THIRD PARTY PRODUCT WARRANTY.** FOR THIRD PARTY PRODUCTS SELECTED SOLELY BY XEROX FOR AN ORDER, XEROX WARRANTS THEY WILL OPERATE SUBSTANTIALLY IN CONFORMANCE WITH APPLICABLE SERVICE LEVELS IN THE SOW. IF, WITHIN A REASONABLE TIME AFTER PROVISION OF SUCH THIRD PARTY PRODUCTS, SUCH SERVICE LEVELS CANNOT BE BROUGHT INTO SUBSTANTIAL CONFORMANCE WITH THOSE IN THE SOW AND SUCH NON-CONFORMANCE IS A RESULT OF XEROX'S USE OF SUCH THIRD PARTY PRODUCTS, CUSTOMER'S EXCLUSIVE REMEDY FOR THE FOREGOING WARRANTY IS TO RECEIVE A REFUND OF ANY FEES PAID FOR THE NON-CONFORMING THIRD PARTY PRODUCTS UPON THE RETURN THEREOF TO XEROX. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AS WELL AS FOR MAINTENANCE THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, AS WELL AS ANY OTHER WARRANTY PERTAINING OR RELATING TO DESIGN, PERFORMANCE, FUNCTIONALITY, OR COMPATIBILITY THEREOF WITH CUSTOMER'S SYSTEMS. XEROX WILL PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO IT BY THE MANUFACTURER OR LICENSOR OF THIRD PARTY PRODUCTS TO THE EXTENT PERMISSIBLE. XEROX DISCLAIMS, AND CUSTOMER WAIVES, ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, FOR THIRD PARTY PRODUCTS NOT SELECTED SOLELY BY XEROX.
- d. **THE WARRANTIES AND GUARANTEES SET FORTH IN THIS SECTION OF THE SSA ARE EXPRESSLY CONDITIONED UPON THE USE OF THE SERVICES AND DELIVERABLES FOR THEIR INTENDED PURPOSE IN THE SYSTEMS ENVIRONMENT FOR WHICH THEY WERE ORIGINALLY DESIGNED AND SHALL NOT APPLY TO SERVICES OR DELIVERABLES WHICH HAVE BEEN SUBJECT TO MISUSE, ACCIDENT, ALTERATION OR MODIFICATION BY CUSTOMER OR ANY THIRD PARTY (EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY XEROX.)**
- 25. SOFTWARE TERMS.**
- a. **SOFTWARE LICENSE.** The following terms apply to copyrighted Software and the accompanying documentation, including, but not limited to, operating system Software, provided with or within the Equipment acquired hereunder ("Base Software") as well as Software specifically set out as "Application Software". This license does not apply to any Diagnostic Software, any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement including, but not limited to, any operating system software for Third Party Hardware. For Software: (i) Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of Equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or, (3) allow others to engage in same. Title to Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of the SSA's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you have defaulted hereunder; or, (c) such license is terminated or expires; (ii) Xerox may terminate your license Base Software license (1) immediately if you no longer use or possess the Equipment, or (2) upon termination of any amendment, order or separate agreement under which you acquired the Equipment; (iii) If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights; and, (iv) Xerox warrants that the Base and

Application Software will perform in material conformity with its user documentation for ninety (90) days from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or its operation will be uninterrupted.

- b. **SOFTWARE SUPPORT.** During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for their acquisition of the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software under the following terms. For Application Software licensed pursuant to the SSA, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual "Support Only" Fees). For support: (i) Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during standard business hours to answer related questions; (ii) Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by these Software Terms. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by these Software Terms (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases; (iii) Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems in the manner specified by Xerox; (iv) Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release or (2) to remedy coding errors if you have modified said Software; and, (v) for Application Software, Xerox may annually increase the Annual Renewal and Support-Only Fees, each such increase not to exceed 10%. State and Local Government adjustments shall occur at the commencement of their annual contract cycles.
- c. **DIAGNOSTIC SOFTWARE.** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (1) your acquisition of the Equipment does not grant you a license or right to use Diagnostic Software in any manner, and (2) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of the SSA or a unit of Equipment hereunder) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of Diagnostic Software.

d. **THIRD PARTY SOFTWARE.** Third Party Software is subject to license and support terms provided by the vendor therefor.

**26. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Xerox.

**27. MISCELLANEOUS.** This SSA, its Orders, SOWs, attachments, exhibits and amendments constitute the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address that you provide to Xerox. You agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York. In any action to enforce this SSA or any Order hereunder, the parties agree to waive their right to a jury trial. If a court finds any term of this SSA or any Order hereunder to be unenforceable, the remaining terms of this SSA and any Order hereunder shall remain in effect. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this SSA or any Order, which shall be considered an equivalent to the original. Except for documentation for Equipment replaced by Xerox for reasons other than trade-in, all changes to this SSA or any Order or amendment hereunder must be made in a writing signed by both parties. Customer represents that, as of the date of this SSA, it has the lawful power and authority to enter into this SSA, the person signing this SSA or any Order on its behalf is duly authorized to do so and, by entering this SSA, it will not violate any law or other agreement to which it is a party. Xerox may accept any Order under this SSA either by its signature or by commencing performance (e.g., Equipment delivery, initiating Maintenance Services, commencement of Services, etc.). Customer is not aware of anything that will have a material negative effect on its ability to satisfy Customer's payment obligations under this SSA and all financial information Customer has provided, or will provide, to Xerox is true and accurate and provides a good representation of Customer's financial condition. Each party agrees that it will promptly notify the other party in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business. The following four sentences control over every other part of this SSA and its attachments, exhibits and amendments. You and Xerox both intend to comply with applicable laws. In no event will Xerox charge or collect any amounts in excess of those allowed by applicable law. Any part of this SSA or any amendment that would, but for this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this SSA or any amendment 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 to the payment of amounts owed hereunder or refunded to you.

**ENTER CUSTOMER NAME**

**XEROX CORPORATION**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (please print) \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Corporate Board Authorization for Danny Harris

## CERTIFICATE

I, Jill K. Lehmann, Assistant Secretary of Xerox Corporation, a New York corporation (the "Company"), **DO HEREBY CERTIFY** that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on July 14, 1980, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

**RESOLVED:** that the President, any Vice President, the Treasurer, the Controller, and any Manager or Director of any group, division or department of the Company, be, and each of them severally is, empowered to execute and deliver in the name and on behalf of the Company all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including non-collusion certificates required by a governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he serves in that capacity.

The undersigned further certifies that Danny Harris, National Account Manager, is authorized to act under the above resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Company hereto this 21st day of April, 2004.



Jill K. Lehmann  
Assistant Secretary

(SEAL)



# Tab 2: Questionnaire

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

- States Covered

Bidder must indicate any and all states where products and services can be offered. Please indicate the price co-efficient for each state if it varies.



All States (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"/> Florida       | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> Georgia       | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Hawaii        | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Idaho         | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Illinois      | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Indiana       | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Iowa          | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Kansas        | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Kentucky      | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Louisiana     | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Maine         | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Maryland      | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Michigan      | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Minnesota     | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Mississippi   | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Missouri      | <input type="checkbox"/> Wyoming        |

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises and historically utilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

**a. Minority/Women Business Enterprise Respondent** certifies that this firm is an M/WBE  Yes  No

**b. Historically Underutilized Businesses Respondent** certifies that this firm is a HUB  Yes  No

- **R e s i d e n c y** Responding company's principal place of business is in the city of

**Norwalk** State of **Connecticut**

- **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 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

- **Processing Information**

Company contact for:

Billing

Contact Person: Lisa Sowell  
Title: Contract Administrator  
Company: Xerox Corporation  
Address: 6836 Austin Center Blvd. Suite 300  
City: Austin, State: Texas, Zip: 78731  
Phone: (512) 343-5646 Fax: (512) 343-5705  
Email: lisa.sowell@xerox.com

Purchase Orders

Contact Person: Lisa Sowell  
Title: Contract Administrator  
Company: Xerox Corporation  
Address: 6836 Austin Center Blvd. Suite 300  
City: Austin, State: Texas, Zip: 78731  
Phone: (512) 343-5646 Fax: (512) 343-5705  
Email: lisa.sowell@xerox.com

Sales and Marketing



Contact Person: Danny Harris  
 Title: Account General Manager  
 Company: Xerox Corporation  
 Address: 8700 Freeport Parkway  
 City: Irving State: TX Zip: 75063  
 Phone: 214 277-6095 Fax: (512) 343-5705  
 Email: [danny.harris@xerox.com](mailto:danny.harris@xerox.com)

- **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 \_\_\_\_\_

**7. Pricing Information**

1. 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 TCPN participants would be calculated.

2. Pricing submitted includes the required TCPN administrative fee.    Yes    No
- Vendor agrees to remit to TCPN the required administrative fee.    Yes    No
- Additional discounts for purchase of a guaranteed quantity?    Yes    No

**8. 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
Buyboard – Texas Local Gov’t Purchasing Cooperative – Texas and Oklahoma	Yes	8/31/13	248,750 Xerox confidential
Mohave Educational Services Cooperative (MESOC) - Arizona	No	n/a	n/a
Texas Procurement and Support Services (TPASS)	Yes	various	n/a
Department of Information Resources (DIR) - Texas	Yes	5/13/10	n/a

Western States Contracting Alliance (WSCA)	No	6/30/14	n/a

# Tab 3: Company Profile

## Information About Your Company

Please provide the following:

1. Company's official registered name.

**Xerox response**

Xerox Corporation

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

**Xerox response**

Xerox was founded in Rochester, NY in 1906 as Haloid Company to manufacture and sell photographic paper. In 1938 the first xerographic image was produced, and in 1942 the patent for electro photography (xerography) was granted. In 1948 the word “Xerox” was trademarked, and in 1949 the first xerographic copier was introduced. In 1961 the company’s name was changed to Xerox. In 1969 Xerox moved its’ corporate headquarters from Rochester, NY to Stamford, CT, and in 2007 moved its’ headquarters to Norwalk, CT. In 1970 Xerox opened its’ world renowned Palo Alto Research Center (PARC) where the first PC, the first WYSIWIG editor, the first commercial use of a mouse, the GUI, and the bit-mapped display were all invented. In 1983 Xerox launched Leadership Through Quality, and in 1989 and 1997 won the Malcolm Baldrige Award, Xerox also received several other quality awards around the globe. On March 2, 2009 Xerox was ranked the world’s most admired company in the computer industry by FORTUNE magazine’s annual reputation survey. Xerox jumped to number one from last year’s industry ranking of number four.

Customer satisfaction is critical for any business. In a highly competitive environment such as the printer and multi-function industry, vendors MUST provide both great prices and great customer satisfaction to earn the business. Xerox consistently provides both. Xerox was recently awarded its forth consecutive J. D. Power & Associates “Outstanding customer service award. Details about our last award can be found at [http://www.xerox.com/go/xrx/template/inv\\_rel\\_newsroom.jsp?ed\\_name=NR\\_2006Jan16\\_JDPowerCertificati on&app=Newsroom&view=newsrelease&format=article&Xcntry=USA&Xlang=en\\_US](http://www.xerox.com/go/xrx/template/inv_rel_newsroom.jsp?ed_name=NR_2006Jan16_JDPowerCertificati on&app=Newsroom&view=newsrelease&format=article&Xcntry=USA&Xlang=en_US). This award describes our overall corporate service process and organization. Xerox was also awarded the top device customer satisfaction award from J. D. Power & Associates. This comparison was a head to head end-user satisfaction survey pitting the leading vendors in the industry against each other. The chart below compares the various vendors’ satisfaction scores.

Additional details of the study can be located at <http://www.jdpower.com/corporate/news/releases/pdf/2008079.pdf>

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

**Xerox response**

Dunn & Bradstreet # ..... 049591852

4. Company's organizational chart of those individuals that would be involved in the contract.

**Xerox response**

Please reference the Organizational Charts in the Xerox Attachment 1 for the Xerox support information.

5. Corporate office location.

**Xerox response**

Xerox corporate office is located in Norwalk, Connecticut.

a. List the number of sales and service offices for states being bid in solicitation.

**Xerox response**

Please reference the Service Organizational Charts in the Xerox Attachment 1 for the Xerox support information. Danny will be the point of contact for the Master Sales agreement between TCPN and Xerox. In Attachment Two are the Xerox locations to support TCPN members on a national basis.

b. List the names of key contacts at each with title, address, phone and e-mail address.

**Xerox response**

Please reference the Organizational Charts in the Xerox Attachment 1 for the Xerox support information. Danny Harris will be the first point of key contact

6. Define your standard terms of payment.

**Xerox response**

Xerox standard Terms of Payment are Net 30

7. Who is your competition in the marketplace?

**Xerox response**

Gartner Group has published a research document entitled "Gartner Research: Magic Quadrant for Multifunction Products". In this document it states, "It depicts Gartner's analysis of how certain vendors' measure against criteria for that marketplace, as defined by Gartner". The following vendors are ranked and shown in this research by Gartner Group as follows: (1) Xerox, (2) Canon, (3) Ricoh, (4) Konica Minolta, (5) HP, (6) Oce, (7) Lexmark, (8) IBM, (9) Kyocera Mita, (10) Sharp, and (11) Toshiba.

The actual Gartner document is shown as follows:

## Gartner Research: Magic Quadrant for Multifunction Products



"The real differences between vendors now have more to do with the range of products offered, the plans on which they can be purchased, and the software and services that help customers actively manage their MFP fleets." "...We analyzed each vendors demonstrated vision and its ability to execute that vision." "Our criteria tend to favor vendors with the most complete overall capabilities, rather than those that compete mainly on purchase price."

x The Magic Quadrant for Multifunction Products, 2005 is copyrighted June 30, 2005 by Gartner, Inc. and is reused with permission. The Magic Quadrant is a graphical representation of a marketplace at and for a specific time period. It depicts Gartner's analysis of how certain vendors measure against criteria for that marketplace, as defined by Gartner. Gartner does not endorse any vendor, product or service depicted in the Magic Quadrant, and does not advise technology users to select only those vendors placed in the "Leaders" quadrant. The Magic Quadrant is intended solely as a research tool, and is not meant to be a specific guide to action. Gartner disclaims all warranties, express or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose. This 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. The Gartner report is available upon request from Xerox corporation.

### 8. What is your market share?

#### Xerox response

According to a Bloomberg report, "Xerox is the largest maker of color copiers that also print, scan, and fax. Xerox has approximately 25 percent of the \$8.6 billion multifunction color copier market by shipments."

Xerox approximate 2009 A-4 unit market share is as follows:

- 11-90 ppm Mono 12%
- Light Production Mono 28%
- HECS 91+ 73%
- Mono CF 30%
- 1-41+ ppm Color 16%
- 41+ Production Color 45%

### 9. Are you gaining market share, losing market share, or maintaining market share?

#### Xerox response

Xerox Public Sector Major Accounts MIF (Machines in Field) growth is as follows:

6/07 to 6/08 Xerox market share grew 1.1%!

6/08 to 6/09 Xerox market share grew 2.2%!

As you can see, Xerox market share in the Public Sector continues to increase!

The following data is from the third Quarter 2009.

• **GARTNER an independent third-party research organization**

– High-end A4 Copier/MFP installs exhibit significant growth in US; Mono 31-90 grows at 55% YOY while Color 21-40 grows at 118% YOY

• **International Data Corporation (IDC) is the premier global provider of market intelligence, advisory services, and events for the information technology, telecommunications, and consumer technology markets–**

Xerox #1 in Production Color 41ppm+ >\$300K installs for 4th straight quarter in US, gaining 15 share pts as all other vendors decline

– Xerox #1 in Production Color 41ppm+ \$100K+ installs gaining 15 share pts, primarily at Canon's expense

– Xerox has significant US Production Mono Cut-sheet 91ppm+ \$100K+ install share gains of 12pts with 71% share at expense of Canon

– Xerox has significant US Production Mono CF 351ppm+ install share gains of 8 pts at 26% share at expense of Océ

– Xerox Worldwide Total Equipment Sale Revenue flat YOY at 19% ranking close 2nd to Ricoh in Total ESR leadership

– Xerox Worldwide Total Color Equipment Sale Revenue flat YOY at 23% ranking close 2nd to Ricoh in Total Color ESR leadership

**For Copiers/MFPs'**

Based on the market research information from Gartner's "Printer, Copier and MFP Quarterly Statistics United States: Database", November 17, 2009, and as of the end of the 3rd Quarter of 2009, Xerox has a 17% market share for Black and White (B&W) copier/multi-functional devices within the 31- 90-ppm segments. Xerox's market share ranks us as number 2 out of 17 companies that were evaluated by Gartner in this segment.

Additionally, Gartner market research as of the end of 3rd Quarter of 2009 shows Xerox with a 15% market share for Color copier/multi-function devices within the 21- 40-ppm segments. Xerox's market share ranks us as number 2 out of 16 companies that were evaluated by Gartner in this segment.

**Production Mono/Color Devices**

Based on the market research information from IDC ("U.S. Hardcopy Peripherals Tracker, Q3 2009"), as of the end of the 3rd Quarter of 2009, Xerox has a 71% market share for High-end Cut Sheet 91+ ppm (\$100K+) monochrome devices. Xerox's market share ranks us as number 1 out of the 5 companies that were evaluated by IDC within the High-end Cut Sheet 91+ ppm devices (\$100k+) speed range.

Additionally, IDC market research as of the end of 3rd Quarter of 2009 shows Xerox with a 45% market share for Color 41+, greater than \$100K devices. Xerox's market share ranks us as number 1 out of the 7 companies that were evaluated by IDC within the 41+ ppm speed range. Color 41+, less than \$100K devices, shows Xerox with a 13% market share, and rank us as number 4, out of the 9 companies that were evaluated by IDC.

10. What is your strategy to increase market share?

**Xerox response**

Xerox has four planks in our growth strategy. Each builds on our core competencies. Each responds to customer need with customer value. Each is designed to fuel our annuity stream through long-term contracts. And each is yielding good results. Here's a snapshot of how we're doing in each of our four growth strategies.

The first is to lead in color. We've been investing heavily in leading with the transition to color in the office and in expanding our leadership position in the production market.

Our second strategic platform for growth is what we call the New Business of Printing. It's a market where Xerox is competitively advantageous. Our customers in this space are typically commercial printers, marketing and graphic arts companies and large enterprises. They depend on digital printing to print on demand, produce

short runs on books, personalize documents as they come off the press and leverage the power of our digital technology in a myriad of other ways. Our digital presses, sophisticated workflow capabilities and expanding set of solutions and applications help our customers grow their business.

Our third strategy for growth is to lead in services in our major accounts – and here, too, we’re making good progress. Our services signings last year were up over 15 percent from the previous year. Customers who are entrusting us to manage large enterprise systems include the likes of Medco and Honeywell, the University of Calgary and Microsoft, OfficeMax and United Technologies and more.

Our fourth plank in our growth strategy is to aggressively attack the small and medium business (SMB) market. It’s a 44 billion opportunity where our presence has been modest. Segments of the market however are growing - especially in developing countries, in color and in multifunction devices.

#### 11. What differentiates your company from competitors?

##### **Xerox response**

##### **The Productivity Difference**

**Xerox multifunction printers outperformed comparably rated products from other vendors by a wide margin as noted by BLI.** Most vendors make some impressive claims, but network print speed in the showroom often has little to do with real-life print speed on your network. More than just printing, Xerox beats the competition because it combines outstanding print speed with intelligent queue management.

##### **Superior multitasking**

Xerox controllers enable true multitasking, performing raster image processing (RIP), receive, program ahead, process queue and transmit functions. As a result, they outperform the competition on productivity, reliability and performance. Xerox multifunction’s devices have separate controllers for all functions (copy, print, fax, & scan). This is the reason that Xerox units are more productive than any other units in the market place.

**Xerox MFPs keep working, no matter what comes across the network.** Xerox multifunction printers are unrivaled in their ability to concurrently process job data from multiple users.

- **Do more operations simultaneously.** Xerox’s powerful technologies allow its MFPs to perform these tasks concurrently, with virtually no delay.
- **Program Ahead.** Xerox MFPs have the ability to schedule copy, scan or fax jobs in advance while keeping print queues flowing smoothly.
- **Manage queues.** Xerox MFP controllers excel at intelligent management of job scheduling, allowing users to promote, delete and manage jobs from the print queue.
- **Print Around.** The Xerox WorkCentre®’s intelligent controller will set that job aside and immediately go to the next job in the queue, returning to the stalled job

##### **The Integration Difference**

Xerox MFPs make it easier to manage enterprise print resources with tools that allow you to map and check device status from the desktop, and intelligently route a job based on cost, resources and proximity.

**Exceptional printing and print management wherever you go, using Xerox and non-Xerox devices.** Our MFPs come with advanced print drivers that reduce costs and simplify IT management and support.

- **Bidirectional print capabilities**
- **Consistent interface**



- **Xerox Global Print Driver**
- **Xerox Mobile Express Driver**

### **Unparalleled cost control**

**Xerox MFPs make it easy to minimize document costs.** Xerox engineers excel at building cost conscious design into every multifunction device, giving you innovative ways to save on energy, toner and paper. We add management tools that help you monitor and control device usage.

- **Auditron manages usage analysis and billing for non-networked devices.** Administrators can track user activity and limit output ranges at account or department levels download data to a PC and develop reports and invoices.
- **Xerox Standard Accounting (XSA)** increases your control of ten or fewer networked devices, allowing you to manage device usage and set quotas remotely via web-based interface.
- For larger networks, **Network Accounting** integrates Xerox MFPs with accounting software from Equitrac, Copitrack, Pharos and other Xerox Alliance Partners. These solutions allow you to access analyze and manage device usage.
- **Selective color access** lets you define color printing access for groups and individuals. For example, you can customize our print drivers to default to black and white printing, or lock out color printing entirely.
- **Rules-based printing** lets you manage color costs intelligently by defining rules around what can and cannot be printed in color, and automatically send jobs to the most cost effective device.

### **The Technology Difference**

#### **Superior print quality**

**New technologies from Xerox make it possible to print faster and with higher quality, more consistently, than the competition.**

- **Emulsion Aggregation High Grade (EA-HG) Toner** uses smaller, more uniform particles that are “grown,” not crushed, to produce richer, truer color or black and white print. Resulting images are crisper, more defined and consistent from print to print, and can be made “high gloss” without streaking. It also reduces resource and energy consumption over conventional toner.
- **Intermediate Belt Transfer (IBT)** prints all colors in a single paper pass, reducing the time it takes to print, eliminating most color registration problems, and making it harder for paper to jam in the device.
- **Trickle charge development** ensures consistent high-quality printing on every page of a job, even when toner is running out.
- **Belt nip fusing** helps toner adhere better to media. As a result, printing looks better and lasts longer on the page. The technology also allows the MFP to operate at lower fuser temperature, cutting down on power usage and minimizing paper curl.
- **Vertical Cavity Surface-Emitting Laser (VCSEL)** technology improves print speed quality and resolution. It employs a 32-beam laser (as opposed to the standard 2-beam laser) for 2400 x 2400 x 1 resolution, sharper text and better mid-tones. The additional sets of laser beams dramatically increase the speed of color laser printing. Xerox Strengths as a Multi-function System Regardless of the device class, Xerox multi-function devices have a wide array of features that bring a great benefit to the customer and differentiate us from the competition.

### **Common Product Design across multiple models**

- Features in common. The walk-up user interface is nearly identical across models. The print driver has an identical look and feel and the administrative interface and tool set are the same across models.
- From an end-user perspective, once a user learns one Xerox system, they know how to use all of them greatly reducing training requirements and enabling greater adoption of the productivity saving features. Also if the organization wants to deploy a distributed scanning application across the enterprise, then virtually any Xerox model would support the application. From a desktop perspective, having a common look and feel to the print driver again reduces training requirements and facilitates adoption of printing to multi-function systems saving the customer money relative to network printers. From an IT support

perspective, utilizing a common web server based administrative tool means that it is easier to configure and support a fleet of mixed models

### **Single Print Driver with Leadership Features for all Systems**

- Global Print Driver (GPD) and Mobile Express Print Driver (MEPD). This is a single piece of software that supports all current and future products.
- The Global Print Driver provides the following benefits:
  - Single piece of software on the desktop that works with all products both Xerox and non- Xerox, multi-function and/or network printer. This avoids the IT task of loading a unique print driver to each unique product or model.
  - The print driver automatically configures itself to the features of the Xerox device ensuring users have full access to productivity saving features and relieving IT of the responsibility of having to configure each device individually
  - The print driver has a Xerox-unique bi-directional capability. The bi-directional communication shows the end-user the real-time status of the device from within the print driver. Users can see the features of the device, what type of paper is loaded, the current status of consumables as well as the pending job queue on the device.
  - The print driver has an embedded fax driver built into the single piece of software compared to most competitors that not only have a unique print driver for each device but also a unique fax driver piece of software. This saves both end user and IT from having to load and launch multiple pieces of software from each desktop.
  - The print driver also contains money saving features such as default application settings. For example, Microsoft Outlook printing can be defaulted to Black and White so that printed mail notes which include a blue URL or a color user logo are not printed as an expensive color page.

The Mobile Express Print Driver (MEPD) has the same benefits as GPD plus:

- The ability to automatically discover new output devices when attaching to a new subnet. This means users don't need to hunt down the local IT administrator to start printing when they go to a different facility.
- The ability to automatically configure the print driver to the features of the Xerox device means that users automatically have knowledge of and access to all the features of the machines such as color and advanced finishing options.
- The ability to work with competitive devices.

### **Superior Concurrency & Contention Management**

Xerox offers devices that are true multi-tasking, not just multi-function. The Xerox equipment design includes a unique processor for each function (as opposed to a single controller board) and offers essentially unlimited concurrency. Most customers understand the financial savings of an asset consolidation strategy that reduces the number of document devices. However, in order to reduce the number of document devices, the remaining systems must handle additional load both in output volume as well as the requirement to simultaneously support copy, print, fax and scan jobs. The robust Xerox product design with unique processors for each function means that customer organizations can implement an asset consolidation strategy with Xerox and not impact end user productivity. Additionally, the Xerox design provides function independence. If the fax function fails for some reason then it will not bring the system down. Since each function has its own processor, the other features will continue to operate minimizing downtime for end users.

### **Superior Network Productivity**

- Xerox systems provide superior Network productivity in comparison to any other Multi-function vendor. Buyer's Labs, Inc., one of the leading independent authorities in the Multi-function industry evaluated a wide range of vendors. They wanted to test if vendors' equipment performed in practice at the same speed as the brochure reports. The chart below shows the results of their tests. They submitted a range of network print jobs (PDF, Word, PowerPoint, email, etc.) to multiple devices in order to simulate a busy network



office. They timed the devices from the first job to the last and then divided by the number of pages to determine actual speed vs. rated speed.

For example a Xerox device rated at 65 PPM performed the test at an average speed of 57 PPM. A Canon device rated at 65 PPM performed the test at an average speed of 19 PPM. Even though both machines are rated at the same speed, in a real world setting, the Xerox Example performed at 3X the speed of the Canon

The Xerox devices perform at a superior rate due to a superior product design. The processor speed is faster and software/hardware is designed to maximize job processing speed and minimize slow downs between jobs, during finishing and when switching paper trays.

### **Reliable SMARTkits Design**

- Xerox products use SMARTkits for the Developer and Fuser assemblies. These are the two high wear components in the paper path responsible for depositing the image on the paper and fusing it. These parts are designed to be replaced at periodic intervals so that the machine will perform reliably and consistently over its entire life. Xerox ships these modules to the customer site and they are as easy to change out as an ink jet cartridge. There is no charge and they automatically included in the per page cost.
- SMARTkits help maintain high reliability and exceptional output quality throughout the life of the equipment. In many cases, a customer problem can be fixed by replacing the SMARTkits without having to wait 4 hours for the technician.

12. Describe how your company will market this contract if awarded.

### **Xerox response**

#### **Marketing Support Plan**

##### **Goals and Objectives**

Over the years Xerox has enjoyed an excellent relationship with government accounts in the State of Texas. By all estimates we are currently the largest provider of Document Management Solutions in the State. Much of our success has come from the K-12 market, a primary market that this contract is intended to serve. We believe our existing customer base would benefit immensely from an all encompassing contract of this nature. It would be our intent to use this contract as a tool to migrate our existing customer base to new technology and services.

We believe the market is now positioned and is moving toward Enterprise Document Management Services. With networks now in place, school districts, as well as other government organizations, are re-engineering their Document Management Systems to take advantage of the ability to move the document throughout their organization digitally. This contract would be the only vehicle available to achieve their re-engineering initiatives from a single source with total accountability for operational excellence. It would be our intent to leverage this unique contracting tool to solidify business relationships with our existing customers as well as capture new customers.

##### **Tactical Actions**

**Internal Communications and Training:** Xerox has approximately 255 sales representatives across the State of Texas with K-12 and / or government agencies in their selling assignments. Once Xerox receives notification of award, a communication document will be sent to each representative and their manager which will outline the scope of the contract and how to use the contract in their assignment. The communication document will establish a point of contact within Xerox for any questions or clarifications necessary to successfully market our goods and services from this contract.

Approximately 150 of those sales representatives are exclusively dedicated to the Public Sector and are highly skilled in enterprise re-engineering and government applications. Upon notification of award, we would begin scheduling 2-3 hour training sessions conducted during their monthly team meetings. In those meetings we would review the scope of the contract, the process to purchase goods and services from the contract and begin targeting selected major accounts that would benefit most from the contract.

**External Communication and Awareness:** In addition to having our direct sales representatives contact accounts within their selling assignment, we are prepared to establish an outbound telemarketing campaign in conjunction with a direct mail campaign. Xerox would fund and staff this program. We would work with the staff of the Texas Cooperative Purchasing Network to develop the script and mail -out collaterals. Xerox would consider developing and funding special marketing collaterals unique to this contract offering.

13. Describe how you intend on introducing TCPN to your company.

**Xerox response**

As a current TCPN vendor, Xerox has demonstrated the ability to work with TCPN in a proven partnership. Our 330+ sales representatives are thoroughly trained on the TCPN contract and use the TCPN contract as the contract of choice and are best able to educate our customers and explain the benefits of using the TCPN contract.

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

**Xerox response**

Please see attached marketing support plan which is being implemented with over 330 local sales representatives. In addition we are actively involved in all TCPN sponsored customer events across the states using the TCPN contracts and is part of our education of the customers on the benefits of TCPN. Please see an attached listing of some of those events that we have supported and sponsored. In addition, Xerox sponsors their own customer events focusing on customized solutions and services for governmental entities.

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

**Xerox response**

Requests for Service can be placed by phone or submitted via the web. If the call is placed via the web, a help page is accessible. An email acknowledgment is sent. For problems that seem resolvable without waiting for a technician, a suggestion is emailed to the requester after the call is initiated in our system. If the call is placed by phone, the call center rep is trained to assist the customer to resolve simple problems. A phone response from a technician will occur within one hour. During the phone response, additional assistance may be offered by the technician.

Service calls are paged out directly to the technician. The technician or one of the fellow members of the Customer Support Team will respond.

When repairing the machine, the technician will check for parts that may need attention, cleaning or replacement. The machines monitor wear item through internal counters notifying the technician when actions are due. Technicians have access to electronic documentation and a searchable knowledge database that is developed through input of all technicians and engineers that work on the product to improve resolution time and reduce downtime.

Much of the normal maintenance is done when replacing the Customer Replaceable Units. Instead of cleaning components that degrade, those components are replaced as part of the CRU.

For difficult problems, escalation support is provided by phone by Field Engineers and by Technical Specialists for onsite assistance. Networking support is provided at no additional cost through the service hotline.

Technicians carry parts in their vehicles and store additional parts. Remote parts supply is provided from District or Regional Parts Centers. The Parts Centers have access to inventory world-wide. Parts delivery for urgent situations can be delivered directly to the customer's site if needed. Most Emergency Orders arrive early the next day.

All activity performed at the machine is documented and input into our measurement system. Machine performance is monitored at the individual level for reliability and uptime. Machines that do not perform are identified and addressed.

16. Has your company been debarred by the Federal Government?  Yes  No.

If yes, has it been lifted and if so, when?

17. Has your company been debarred by State Governments?  Yes  No.

If yes, has it been lifted and if so when?

## Green Initiatives

- We're committed to helping to build a cleaner future!

According to the U.S. Census Bureau, the world population is expanding at a mind-boggling rate. The world reached 1 billion people in 1800; 2 billion by 1922; and over 6 billion by 2000. It is estimated that the population will swell to over 9 billion by 2050. That means that if the world's natural resources were evenly distributed, people in 2050 will only have 25% of the resources per capita that people in 1950 had.

The world has a fixed amount of natural resources - some of which are already depleted. So as population growth greatly strains our finite resources, there are fewer resources available. If we intend to leave our children and grandchildren with the same standard of living we have enjoyed, we must preserve the foundation of that standard of living. We save for college educations, orthodontia, and weddings, but what about saving clean air, water, fuel sources and soil for future generations?

As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we're taking every step we can to implement innovative and responsible environmental practices throughout TCPN to reduce our carbon footprint, reduce waste, energy conservation, and ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

## Xerox response

### **Xerox is a world leader in environmental sustainability**

Xerox focused on environmental sustainability LONG before it was popular. Environmental sustainability is just the way we have been, and will continue to do business.

We actually walk the talk, and have been doing so for decades. We have been actively involved with the leading organizations working on slowing down environmental impact.

- **Our manufacturing plants and products are waste-free**
- At the end of 2006, Xerox's carbon emissions were 18% lower than 2002 levels
- Xerox has pledged to reduce total emissions 25% by 2012
- Xerox reduced its manufacturing air emissions by 94% between 1991 and 2006
- Xerox eliminated the use of ozone depleting substances in Xerox processes and services in 1992

Xerox has been an innovator in environmental technology for our customers

- The ENERGY STAR program was initiated in 1993 by the U.S. Environmental Protection Agency **with Xerox as a Charter Partner**, as a way to certify products with specific energy saving attributes.

#### **Xerox Energy Star products enable 600,000 tons of avoided CO<sub>2</sub> emissions annually**

- Xerox **pioneered** the remanufacturing and recycling of office equipment
- Xerox offers the **industry's most comprehensive returns program** for spent imaging supplies

Together, these programs have diverted over 2 billion pounds of waste from landfills since 1991

- **Our EA Toner requires less energy to produce and to print (60-70% combined savings in energy/page)**
- **Our Solid Ink Color in Phaser Printers generates 90% less waste and conserves raw materials**

#### **Xerox is one of the world's largest brand distributors of cut-sheet paper**

- Environmental requirements for suppliers
- Recycled Paper
- High Yield Paper:
  - **51% less wood,**
  - **69% less greenhouse gas emission,**
  - **35% less wastewater,**
  - **18% less energy,**
  - **76% less hazardous air pollution**
- Xerox paper and packaging are **recyclable**, except ream wrappers

**Xerox Suppliers:** We enforce strict requirements on all of our suppliers as well to make sure that they are good stewards of the environment and have policies in place that protect our natural resources.

- Adhere to sustainable forest management standards
- ISO 14001 3rd party certified - ensures environmental impacts are managed and reduced
- Elemental Chlorine Free

#### **Xerox equipment is designed for efficient use of paper:**

- Xerox **pioneered** two-sided (duplex) copying and printing and our technology **enables customers to set duplex printing as the default** which can cut paper use in half.
- Electronic documents: Our print on demand and document management services significantly reduces the amount of paper that gets printed each year.
- Recycled paper runs reliably: We design our products so that recycled paper performs with excellent image quality and reliability.

**A sampling of Xerox's environmental awards since 2000:**



- 2007 – Recognized by US EPA for Achievement of Carbon Reductions
- 2007 — FT / Citi Private Bank Environmental Award for Carbon Footprint reduction
- 2007 — Named to the Dow Jones Sustainability Index — North America
- 2007 Xerox was #49 on the list of 100 Best Corporate Citizens, Corporate Responsibility Officer magazine
- 2006 / 2007 — Five Xerox facilities accepted in the EPA “National Environmental Performance Track Program”
  - Decreased energy consumption
  - Increased solid waste recycling
  - Elimination of hazardous materials from products
  - Decreased water consumption
- 2003/2005 US EPA Climate Leaders program recognition
- The 2004 Industrial Achievement Award for pollution prevention
- The 2003 Arizona Mexico International Green Organization (AMIGO) Award
- INFORM's 2000 Corporate Environmental Vision Award
- The Princes' Award Foundation's 2000 Millennium Award

#### **Xerox's Environmental Partnerships:**

- U.S. Climate Action Partnership
- U.S. E.P.A. Climate Leaders
- U.S. E.P.A. ENERGY STAR
- U.S. E.P.A. National Environmental Performance Track
- U.S. E.P.A. WasteWise
- International Leadership Council of The Nature Conservancy
- Business Roundtable Climate Resolve
- Business Roundtable S.E.E. (Society, Environment, Economy) Change
- Business for Social Responsibility
- California's Climate Action Registry
- Advisory Board of Golisano Sustainability Institute at Rochester Institute of Technology
- Advisory Board of the Center for Sustainable Systems at the University of Michigan
- Sustainable Energy Ireland

#### **Vendor Certifications (if applicable)**

- 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 respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

#### **Xerox response**

In 1983 Xerox launched Leadership Through Quality, and in 1989 and 1997 won the Malcolm Baldrige Award, Xerox also received several other quality awards around the globe. On March 2, 2009 Xerox was ranked the world's most admired company in the computer industry by FORTUNE magazine's annual reputation survey. Xerox jumped to number one from last year's industry ranking of number four.

Customer satisfaction is critical for any business. In a highly competitive environment such as the printer and multi-function industry, vendors MUST provide both great prices and great customer satisfaction to earn the business. Xerox consistently provides both. Xerox was recently awarded its fourth consecutive J. D. Power & Associates “Outstanding customer service award. Details about our last award can be found at

[http://www.xerox.com/go/xrx/template/inv\\_rel\\_newsroom.jsp?ed\\_name=NR\\_2006Jan16\\_JDPowerCertificati on&app=Newsroom&view=newsrelease&format=article&Xcntry=USA&Xlang=en\\_US](http://www.xerox.com/go/xrx/template/inv_rel_newsroom.jsp?ed_name=NR_2006Jan16_JDPowerCertificati on&app=Newsroom&view=newsrelease&format=article&Xcntry=USA&Xlang=en_US). This award describes our overall corporate service process and organization. Xerox was also awarded the top device customer satisfaction award from J. D. Power & Associates. This comparison was a head to head end-user satisfaction survey pitting the leading vendors in the industry against each other. Additional details of the study can be located at <http://www.jdpower.com/corporate/news/releases/pdf/2008079.pdf>





Our company.  
Our capabilities.  
Our commitment.

**Who we serve.** Schools, small businesses, government agencies, commercial printers and Fortune 1000 companies – we span all types and sizes of organizations. Besides online and over the phone, we reach and serve our customers through our global sales force, independent agents, dealers, value-added resellers and systems integrators.



160 countries

We extend our global reach through wholly-owned subsidiaries of regional office technology dealers, as well as more than 6,500 authorized sales agents and concessionaires and about 10,000 technology resellers.



66,500 customer-facing employees

We have more than 8,000 sales professionals, 46,000 employees directly serving our clients through on-site operations or off-site delivery centers, and 12,500 technical-service employees.



We are allied with IT and business partners that integrate our systems and services into their customer solutions.

- **2009 Revenue\***: \$22 billion
- **Employees**: 130,000
- **Geographic Scope**: 160 countries
- **History**: Founded in 1906 as the Haloid Company; named Haloid Xerox in 1958 and Xerox Corporation in 1961; acquired Affiliated Computer Services in 2010.

- **NYSE Symbol**: XRX
- **Chairman**: Anne M. Mulcahy
- **Chief Executive Officer**: Ursula M. Burns
- **Headquarters**: 45 Glover Avenue, Norwalk, CT 06856-4505
- **Contact**: 800-ASK-XEROX or xerox.com

\* Combined Xerox and ACS

**Who we are.** With sales of \$22 billion, we are the world's leading enterprise for business process and document management.

You know us well for our leadership in document technology and services that include printers, multifunction devices, production publishing systems, managed print services and related software. We continue to build on this heritage of innovation today.

And now, through our acquisition of Affiliated Computer Services (ACS), we are also a leader in business process and IT outsourcing. We offer global services from claims reimbursement and electronic toll transactions to the management of HR benefits and customer care centers.

The new Xerox, 130,000 of us worldwide, is dedicated to innovation, service and giving our customers the freedom to focus on what matters most: your real business.

**Our core values: At the heart of what we do**

Since our inception, we have operated under the guidance of six core values. They are our very reason for being. Without them, success by any measure would be impossible.

**We...**

- Succeed through satisfied customers.
- Deliver quality and excellence in all we do.
- Require premium return on assets.
- Use technology to develop market leadership.
- Value our employees.
- Behave responsibly as a corporate citizen.



"We operate our businesses in ways through which economies grow, societies benefit and the environment is protected. Some call it the triple bottom line. We call it the best thing for our business success."

Ursula M. Burns, Chief Executive Officer

**What we offer.** We provide the industry's broadest portfolio of document technology, services and software; and the most diverse array of business process and IT outsourcing support.

## Technology

The innovation that we bring to document systems, software and integrated solutions is unparalleled in the industry and is built into our broad portfolio of technology, for businesses of any size, in any industry, anywhere around the world.

### For the workplace

Our broad array of document devices enables us to place the right solution for any workplace and for any office, large or small. We offer:

- Multifunction systems, color and black-and-white, that combine printing, copying, faxing and scanning.
- Color network printers, solid ink and laser.
- Digital copiers and fax systems.
- Software to simplify how information is stored and shared.
- Document scanners and other computer peripherals to increase workplace efficiency.
- Audio-visual solutions for advanced on-site and online communication.

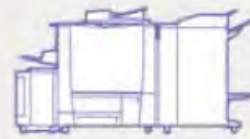
### For production print environments

With digital production publishing, we created the on-demand printing industry, and our technology has allowed it to evolve. Books can now be printed for one or for thousands, and marketing materials can be customized for each and every prospect.

For the graphic arts, marketing and production environments, we offer these printing systems and services:

- Digital printers and presses, both color and black-and-white.
- Wide-format and continuous-feed printers.
- Tools to help develop and grow a profitable digital print business.
- Solutions for short-run book publishing, on-demand documents, transactional applications, cross-media customized campaigns and more.
- Workflow software to simplify how print jobs are created and managed.

### ColorQube™ 9201/9202/9203



ColorQube™ is the world's first tabloid/A3-size, solid ink multifunctional printer, and our easiest color printing technology yet. Most important, it cuts the cost of color printing by up to 62% and reduces waste by 90%.

## Services

To help companies boost productivity and lower costs, our industry-leading end-to-end document services include: helping businesses develop online document archives; analyzing how employees can most efficiently share documents and knowledge in the office; operating in-house print shops or mailrooms; and building Web-based processes for personalizing direct mail, invoices, brochures and more. Through these services, we:

- Help our clients save up to 30% on printing costs through Managed Print Services that optimize the use of document systems across an entire enterprise.
- Simplify document-driven processes, like forms processing and records management.
- Manage in-house print operations and special events by handling technology procurement and print/copy centers.
- Make information easier to manage and find through digital imaging, archiving and indexing.
- Generate a better return through personalized, multi-channel marketing communications.
- Improve commercial print operations, sales and profits through document outsourcing.
- Mitigate and reduce risk with electronic discovery.

**What we take on for our customers.** We're behind the scenes managing the essential processes that businesses count on to be successful.

## Outsourcing

### Business process outsourcing

We are the largest worldwide diversified business process outsourcing company with focused offerings in education, transportation, communication, healthcare, government, financial services, manufacturing, consumer goods and retail.

Our BPO services include:

- Human capital management, including total benefits outsourcing and strategic learning services.
- Finance and accounting outsourcing in areas like order-to-cash, payroll processing, travel and expense accounting, and treasury and cash management.
- Customer care services for activating accounts, collections, inside sales, and product/lifecycle support.
- Services exclusive for federal, state and local government in areas that range from claims processing and human services support to transportation solutions for automated toll collections and traffic enforcement cameras.

### Information technology outsourcing

We specialize in designing, developing, and delivering effective IT solutions. Our secure data centers, help desks and managed storage facilities around the world provide a reliable IT infrastructure that minimizes the chance of disruption to our clients' daily operations.

Our ITO services include:

- Data center, help desk, network, server and desktop support
- Managed storage
- Remote infrastructure management
- Utility computing
- Disaster/recovery and security services
- Telecommunication expense management
- Asset management services
- IT strategy and architecture services
- Applications portfolio management and maintenance



Through ACS, A Xerox Company, our business process services touch millions of lives everyday by:

- Providing services to more than 1,700 federal, state, county and local governments, making ACS the largest provider of managed services to government entities in the United States.
- Processing about \$3 billion electronic toll collections every year.
- Handling more than 1.5 million phone calls daily in our 150 customer care centers.
- Supporting more than 35 million Medicaid recipients and government health program in 39 states.
- Processing 16 million parking tickets annually.
- Managing more than 12.5 million federally-guaranteed student loans.
- Processing about 5 million credit card applications annually.
- Providing HR services to more than 4.4 million employees and retirees.

**What helps guide us.** Our unwavering commitment to excellence, innovation and sustainability defines our future and will ensure our success.

### Lean Six Sigma

We run our business with a disciplined approach to productivity and efficiency – and we help our customers do the same. Applied in both manufacturing and non-manufacturing environments, Lean Six Sigma is an analytical, fact-based approach to managing projects and processes that is centered on a set of industry-recognized tools. It's about discipline, infrastructure, and substance, not form, so it builds value and produces tangible results. Because of its positive outcomes, we now incorporate it into our work with customers, helping you yield both increased efficiency and improved effectiveness.

### Research and development

Innovation keeps us in the forefront of our industry.

- Four percent of our revenue is dedicated to R&D and engineering.
- Four R&D centers in the U.S., Canada and Europe focus on color science, computing, digital imaging, work practices, electromechanical systems, novel materials and other disciplines.
- Xerox holds more than 9,400 active U.S. patents.

### Environmental sustainability

Sustainability can no longer be viewed as a cost of doing business, but as a way of doing business. Our responsibility to the environment focuses on four areas where we can have the most impact:

- **Climate protection.** Because our aim is to be carbon-neutral, we invest in technologies that reduce the carbon footprint of our operations and the document-management solutions that we offer to our customers.
- **Preserving biodiversity and the world's forests.** We work with our customers, suppliers and other stakeholders to support the development of a sustainable paper cycle through paper-sourcing guidelines, recycled paper offerings and business process services that decrease offices' dependence on paper.
- **Preserving clean air and water.** We strive to eliminate the use of persistent, bioaccumulative and toxic materials throughout the supply chain.
- **Preventing and managing waste.** Our goal is to produce waste-free products in waste-free facilities to promote waste-free workplaces for our customers. Our proprietary solid ink printers generate 90% less waste than comparable laser printers.

For more information:  
[www.xerox.com](http://www.xerox.com) or by phone  
800-ASK-XEROX (800-275-9376)

Ready For Real Business™ 

# State of Texas Registration

*Handwritten:* 4/17/44 R.P.

**APPLICATION FOR PERMIT TO DO BUSINESS IN THE STATE OF TEXAS**

**I. The Haloid Company**

duly organized and existing under the laws of New York State hereby makes application to the Secretary of State of the State of Texas for a permit to do business in Texas for a period of ten years.

(applicant herein and made a part of this application is a copy of original charter and all amendments thereto certified by the Secretary of State of the home state of the corporation.)

**II. The purpose of the business said corporation desires to transact in Texas is** To maintain sales and service office of photoregular sensitized paper, photocopy machines, photocopy paper, and photographic chemicals as a branch office for the Haloid Company, and also to keep stock in a very limited amount of several of these items.

**III. a. The home office of said corporation to which all notices from the Secretary of State are requested to be mailed in** 8-80 Haloid Street,  
(Street Address)

Rochester, N.Y.  
(City)

New York  
(State)

**b. The stockholders of the corporation are resident citizens of the States of**

Approximately 80% in New York State, remaining 20% resident of various states.

**c. The corporation now has permits to and is transacting business in the States of** New York, Pennsylvania, Maryland, Michigan, Ill. and California, and Massachusetts.

**d. Its business in the State of Texas is to be transacted at** 1078 So. Paul Street, N.

Dallas

**e. The name of the manager or person in charge of said Texas business or agency will be**

Herbert Francis Hiett  
(Name)

1477 El Campo Drive  
(Street Address)

Dallas, TX.  
(City)

**IV. The number of the directors of said corporation is** NINE (9) and the names and residences of the present board of directors are as follows:

**Name**  
Gilbert W. Hatcher  
Joseph R. Wilson  
Edwin G. Young  
Joseph C. Wilson  
William H. Salton  
Homer A. Piper  
Raymond F. Leiser  
Norman M. Cohn  
F. Ritter Shumway

**Residence and Address**  
1809 East Avenue, Rochester, N. Y.  
1669 Highland Ave., Rochester, N. Y.  
181 Claybourne Road, Rochester, N. Y.  
169 Chalmers Road, NEWBURGH, N. Y.  
4 E. 92nd St., New York, New York  
617 Maryland Road, Rochester, N. Y.  
430 Yarmouth Road, Rochester, N. Y.  
2140 East Ave., Rochester, N. Y.  
375 Ambassador Drive, Rochester, N.Y.

V. a. The amount of the AUTHORIZED CAPITAL STOCK at this date is:

Common Stock	200,000	shares	\$ 1,000,000.00
Preferred Stock	None	shares	\$
Non Par Value Common	None	shares	\$
Non Par Preferred	None	shares	\$

b. The amount of the SUBSCRIBED CAPITAL STOCK of the authorized capital stock at this date is:

Common Stock	141,500	shares	\$ 707,500.00
Preferred Stock	None	shares	\$
Non Par Value Common	None	shares, actual consideration received or to be received per share \$	\$
Non Par Preferred	None	shares, actual consideration received or to be received per share \$	\$

c. The amount of the PAID IN CAPITAL STOCK of the authorized capital stock is:

Common Stock	141,500	shares	\$ 707,500.00
Preferred Stock	None	shares	\$
Non Par Value Common	None	shares	\$
Par Preferred	None	shares	\$

d. The amount of the AUTHORIZED CAPITAL STOCK PAID IN CASH is \$ 707,500.00

e. Attached hereto and made a part of this application is a verified statement of the assets and liabilities of the corporation.

We and each of us do solemnly swear that the facts set forth in the above and foregoing application for a permit to do business in Texas are true and correct.

Subscribed and sworn to this the 18th day of March, 1944.

(CORPORATE SEAL)


*[Signature]* President  
*[Signature]* Secretary

STATE OF NEW YORK  
COUNTY OF ALBANY

Before me, the undersigned authority, on this day personally appeared Joseph R. Nelson President and John S. Hartnett Secretary

of the Shield Company who each for himself acknowledged to me that he executed the foregoing application for permit to do business in the State of Texas as the act and deed of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

WITNESS UNDER MY HAND AND SEAL OF OFFICE, this 24th day of

March A. D. 1944  


*Margaret C. Brank*  
Notary Public





# MWBE/Subcontracting Letter

April 20, 2010

The Cooperative Purchasing Network  
Jason Wickel  
Director  
7145 West Tidwell  
Houston, TX 77092

Dear Mr. Wickel:

Xerox Corporation has an approved Company-Wide Subcontracting Plan with the United States General Services Administration. Our Subcontracting Plan for Small and Small Disadvantaged Business utilization is in compliance with Section 211 of Public Law 95 - 507 and Federal Acquisition Regulations 52-219.9 and 52-219.8.

Our Minority/Female/Veterans/Service Disabled Veterans Supplier Diversity Program includes annual business utilization goals and objectives with a major focus on achievement of year-over-year improvements in increased business opportunities for Minority/Female/Veterans/Service Disabled Veterans firms. Our program activities and outreach efforts include the following support:

- National member of the National Minority Supplier Development Council (NMSDC)
- Investment in the NMSDC Business Consortium Fund
- Active membership on Diversity Information Resource Board of Directors. This organization is the publisher of Minority/Women/Veterans Business Directory and Sponsor of "Best Practices in Supplier Diversity Strategies and Initiatives Training/Seminar. Participation in minority business opportunity fairs, workshops, seminars, and conferences sponsored by: federal, state, and local government agencies; NMSDC regional affiliates; Minority Business Development Centers; Women in Business; and other local, regional, and national M/WBE organizations
- Placement of Xerox Supplier Diversity Program advertisements in print media such as: Minority/Female/Veterans/Service Disabled Veterans business publications, Diversity Information Resources Purchasing People Directory, Fortune Magazine, and the Wall Street Journal
- Networking with: government agencies; other companies; NMSDC affiliates; national, regional, and local M/WBE organizations to source potential suppliers
- Supplier development support to selected suppliers consisting of: management, technical, financial, production, training in quality/cost/delivery improvement processes, partnering, joint venture, sponsorship to the Minority Executive Program at Amos Tuck School of Business, Dartmouth College .

Our Small and Small Disadvantaged Business utilization results are reported to the federal government in accordance with our approved annual plans, including specific divisional subcontracting plans that are applicable to U. S. Department of Defense contracts in accordance with Public Law 99 - 661.

If you have questions and/or comments, please contact me.

Respectfully,

Danny G. Harris

Manager, State of Texas and Oklahoma Governments

## Xerox Market Access Supplier Diversity Special Edition – 2009

According to DiversityInc magazine, Xerox Corporation has one of the best supplier-diversity programs they have seen, including increasing emphasis on gay-and lesbian-owned suppliers. Xerox is clearly a long-time leader in supplier diversity that stays ahead of the pack. The company reports that of its Tier I (direct contractor) procurement, 13.2 percent goes to minority-owned business enterprises (MBEs), 19.3 percent goes to women-owned business enterprises (WBEs) and 0.1 percent goes to gay and lesbian owned business enterprises. Of its Tier II (subcontractor) procurement, 7.6 percent goes to MBEs, 6.8 percent goes to WBEs and 1 percent goes to gay and lesbian owned business enterprises.”

DiversityInc relied on the answers supplied by 401 participants to The 2009 DiversityInc top 50 Companies for Diversity survey. Specifically, DiversityInc. reviewed participants answers to more than 30 survey questions relating to supplier diversity, including participants metrics, **use of supplier diversity in RFPs (request for proposals)**, auditing of supplier diversity numbers, third-party certification, communication of supplier diversity initiatives externally and internally, tying executive compensation to procurement, and making supplier-diversity initiatives part of the procurement department. While DiversityInc. ask for the total dollar amount spent with vendors that are minority owned, women owned, LGBT owned, people with disabilities owned and veterans with disabilities owned, they only count percentages of procurement budgets, as that is a more equitable way to compare the largest corporations with smaller companies.

Why is supplier diversity so important? It’s a critical way to build company reputation and support in a community while helping members of the community build wealth and stability.



*“This program is about opportunity for suppliers, for Xerox, and –ultimately–for our customers who benefit by being offered the best possible quality at the best possible price.”*

**Xerox Corporation Ranks  
#1 in  
Supplier Diversity**  
Third Consecutive Year  
2006, 2007, 2008

	Tier I Direct Contractor	Tier II Subcontractor
Minorities	13.2%	7.6%
Women	19.3%	6.8%
Lesbian Gay Bisexual Transgender	0.1%	1.0%

GP Market Access Contact: Dan Robinson 8\*222-2295 - This is a publication providing awareness on topics relating to Xerox’ MWBE, Hub Zone, LGBT, & DAV Supplier Diversity Program. For more information about Xerox’s Supplier Diversity program, please visit our website: [www.xerox.com/supplierdiversity](http://www.xerox.com/supplierdiversity)

# Tab 4: Products / Services

## A. Special Terms and Conditions

### 1. Product and Service Offerings

TCPN intends to offer its participating members a wide range of Document Management Technologies and Services. TCPN is seeking a supplier that can support the entire life cycle of a document with technology, operational support and consulting support.

This contract is for document services agreements, equipment both multi-function and single function devices along with support services. All equipment supplied shall be by national and international manufacturers and re-labeler manufacturers, sold as new equipment (realizing that manufacturers recycle many components). This contract is not for used or remanufactured machines, except those remanufactured by the OEM (original equipment manufacturer). All equipment sold must have new serial numbers. This contract will be for sale, rental, lease, and/or lease purchase. However, equipment under lease may be purchased at the end of the lease or if the price is listed in this proposal if both parties agree. Equipment under rental agreements may also be purchased at the end of each 12 month renewal if the price is listed in this response if both parties agree.

### 2. Leases

Equipment may be leased increments of 24, 36, 48, 60 months. Leases will allow for fiscal funding clauses annually. The equipment may be purchased during and at the end of the lease at the TCPN participating entities description. If the vendor wishes to offer this, they will include the depreciation schedule with their proposal to TCPN.

### 3. Rentals

If the Vendor wishes to offer a rental option the rates for this will be included with their proposal. Many agencies have expressed a desire for renting equipment on a monthly and annual basis rather than executing a lease arrangement.

### 4. Information Technology Consulting Services

The ability to analyze and document the current work flow, technologies and processes surrounding document management within an organization or enterprise and make recommendations on how changes could improve productivity and reduce cost.

### 5. Inter/Intranet Services

Provide innovative solutions using web-based technologies that will improve process and make documents more accessible and effective. This may include products, software and services intended for web-based applications.

### 6. Network Services

The design, installation, maintenance and administration of local and wide area networks.

### 7. Office and Work Group Products and Services

Provide a wide range of products and services intended to support the office or workgroup environment in the creation, management, production, and distribution of documents. This may include hardware, software and services for such things as personal workstations, printers, fax and copiers.

### 8. Centralized Production Products and Services

Provide a wide range of products and services intended to support an organization's data center, print shop, quick copy, production mail, and fulfillment centers. This may include products and services such as printing equipment, high-speed laser printers, high-speed duplicators, production mailing equipment and finishing equipment.

**9. Document Storage and Retrieval Products and Services**

Provide a wide range of products and services intended to support the needs of an organization to store, manage and retrieve critical documents. This may include products and services such as scanners, imaging systems, bar coding technology, and software designed for this purpose.

**10. Certificates of Insurance**

Provide each member the statutorily required Workers Compensation Insurance or Equivalent. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the TCPN participant prior to commencement of work. The insurance company shall be licensed in the particular State the work is being performed and shall be acceptable to, the TCPN participant. The Vendor shall give the TCPN participant a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The Vendor shall require all subcontractors performing any work to maintain coverage as specified by the State in which the work is being performed.

The following is an example of insurance for the State of Texas.

<u>Contractor's Liability Insurance</u>	<u>Minimum Coverage</u>
Employer's insurance:	
Worker's Compensation	Statutory
Employer's liability:	
Bodily injury by accident	
Each Occurrence	\$100,000.00
Bodily injury by disease	
Each Employee	\$100,000.00
Policy Limit	\$1,000,000.00

**Commercial General Liability**

Includes Independent Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability, all on the occurrence basis, with Personal Injury Coverage, Owner's Indemnity, and broad form Property Damage without the XCU exclusions. Maintain Completed Operation Liability for at least two years after the date of final completion.

Combined limits of bodily and personal injury and property damage:

Single limit	\$500,000.00
Unimpaired aggregate	\$500,000.00

Comprehensive automobile liability:

Include non-ownership and hired car coverage as well as owned vehicles.

Bodily damage	
Each Person	\$250,000.00
Each Occurrence	\$500,000.0
0 Property damage	
Each Occurrence	\$250,000.00.

## B. Definitions for Proposal

**Analog copier:** a copy method that uses lens and mirrors to electronically duplicate an original. Each copy requires a separate scan.

**Anamorphic zoom:** only available on digital copiers; permits enlarge/reduce by differing amounts on the horizontal/vertical axis.

**Back-up:** a guarantee that if the copier is down more than one day, the vendor will provide a reasonable substitute loaner at no cost.

**Controller:** a device that upgrades a digital copier into a multifunctional device with a printer function.

**Dedicated outlet:** a copier that requires 15 or more amps usually needs a circuit specifically dedicated to the equipment permitting no other electrical appliance on the same line.

**Digital copier:** a copy method that scans a document, stores the image digitally, and makes copies. Documents can be stored for on-demand printing.

**Duplex:** copying on both sides of a page.

**Energy Star:** an energy efficiency approval from the US Environmental Protection Agency. **Factory-Produced New Model:** equipment that has been converted to a new model status by adding functions not available on the older equipment. The new model contains new, recycled and/or remanufactured parts that fully meet new specifications.

**First Copy:** the number of seconds it takes to make the first copy after the unit is warmed up and the print button is pressed.

**High-volume copier:** a copier that reliably duplicates 50 copies per minute and up and suitable for over 30,000/40,000 copies per month.

**Low-volume copier:** a copier that reliably duplicates below 20 copies per minute and a maximum of 8,000 to 10,000 copies per month.

**Manufacturer:** a vendor that markets new or newly remanufactured units as an OEM; companies that contract with an OEM to manufacture a unit under their nameplate will be considered a re-labeler manufacture

**Mid-volume copier:** a copier that reliably duplicates 20-49 copies per minute and a maximum of 30,000 to 40,000 copies per month.

**Multifunctional devices or products:** a digital copier that also may serve as a fax machine, printer, and perhaps scanner as one piece of equipment, usually serving in a network environment.

**Multiple copies:** the maximum number of copies per minute the unit is capable of when printing a single side of an original letter-size document.

**Newly Manufactured Equipment:** equipment that has been assembled for the first time which may contain no more than 20% used/recycled components or as defined by BLI.

**OEM:** Original Equipment Manufacturer. The actual company that makes a machine no matter what brand name it is sold under.

**Plain paper fax:** a fax machine that can serve as a copier that uses ink jets, thermal transfer, LEDs, lasers to print on plain paper.

**Re-labeler manufacturer:** companies that have other manufacturers put their label on a copier. OEMs will be considered the actual company that makes the equipment. [For example, Pitney Bowes is not an OEM, but a re-labeler manufacturer of copiers built by Minolta and Panasonic.]

**Remanufactured Equipment:** equipment that has been disassembled and then reassembled at the OEM manufacturing facility, using new and/or recycled parts to bring the machine to an equal status with a new machine including warranty.

**Remote diagnostics:** the ability to extract a machine's condition over a phone line hooked to the copier.

**Service coverage:** how quickly a vendor will respond to service a copier. This must be stated in business hours.

**Single Function Device:** Any device that allows for printing but may not perform other functions that a multi-function device would perform.

**Software-Controlled Units:** equipment that has software or up-gradable ROM chips as a part of the unit.

**Start-up supplies:** Necessary supplies to start up the copy machine (toner, developer, etc.) that come with the machine for initial operation at the time of installation.

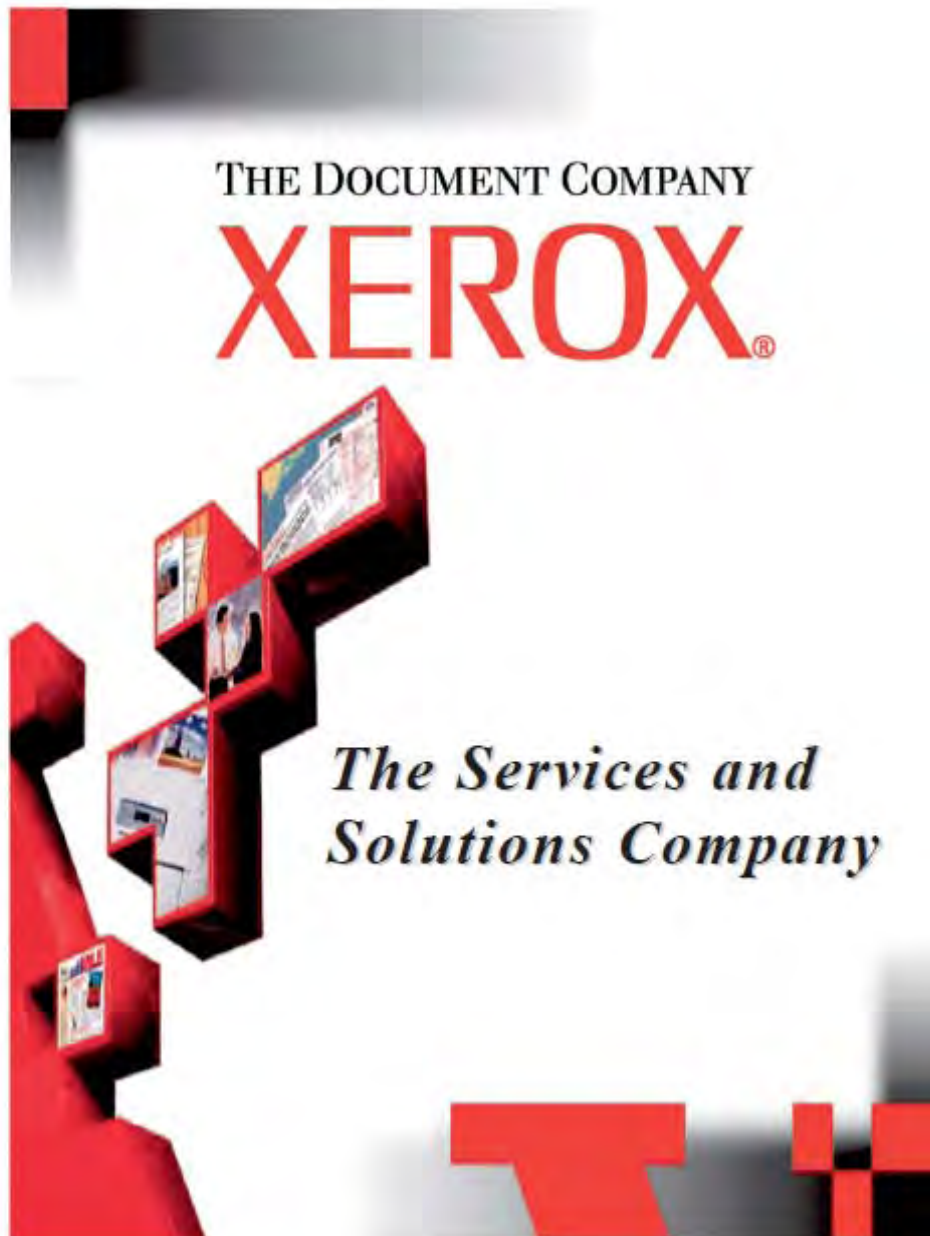
**Total satisfaction guarantee:** a guarantee that the buyer may have a copier replaced permanently if not satisfied during the term of the agreement. The buyer makes the decision, not the manufacturer or dealer.

**Used copiers:** a secondhand copier that has been refurbished for resale. This contract will not permit sale of used copiers.

**Warm up:** the time it takes a unit to reach operating temperature from a cold start in minutes and seconds.

[Please reference the TCPN Insurance Certificate in Attachment Three](#)

### **Xerox Services Offerings**



## Reduce costs, increase productivity and add value by redefining your business processes.



### Xerox Office Services

Leverages powerful office technology, business processes and proven tools and methodologies to lower costs and increase productivity.

#### Assessment Services

Helps you see the bigger picture through an enhanced overview of all relevant business processes.

- Office Document Assessment

#### Asset Management Services

Optimizes the infrastructure of the office device environment.

- Asset Tracking
- Asset Optimization
- Break/Fix Service Management
- Supplies Management

#### Xerox Support Services

Ensures business continuity while you focus on your core competencies.

- Help Desk Support
- End User Support

#### Imaging and Output Management Services

Improves productivity by providing a single point of management for all your printing resources.

- Output Management

### Xerox IT Managed Services

Maximizes your IT investments, optimizes systems performance and allows you to focus on core competencies.

#### Integrated Help Desk Services

Full support, from toll-free calling and live agent response to advanced customer assistance.

#### Integrated Technology Deployment Services

Provides consulting services and desktop applications support through a flexible and consistent national contract structure.

#### Asset Management Services

Consulting tools and methodologies to track, report and support decisions to ensure optimization of all enterprise IT assets.

#### Network Management and Security Services

24/7 monitoring and fault management maximizes your investments and optimizes systems performance.

## Customer Successes

### Microsoft

- Integrates printing, providing single point of contact for devices
- Results in improved service, lower costs and greater employee satisfaction

### Sun Microsystems

- Augmented call center, managed Sun's Work From Home Initiative, digitized thousands of contracts and provided infrastructure management
- Resulted in reduced costs and streamlined management of over 3,000 output devices

## Xerox Production Services

Delivers document management and digital migration strategies that achieve measurable business results.

### Data Management Services

Managing data acquisition and conversion processes in transactional printing and variable data applications.

- Data Acquisition, Conversion and Optimization

### Content Design Services

Engineering and designing documents for digital production applications and global distribution.

- Document Engineering and Graphic Design

### Content Management Services

Managing forms and records, as well as digital document conversion and archiving.

- Forms Management
- Records Management
- Digital Conversion and Repository Management

### Output Management Services

Production publishing and data-driven transactional production.

- Production Publishing/CRD
- Transactional Production/Data Center
- Vended Services
- Special Project Services

### Content Delivery Services

Managing all internal and external mail processes on a local and global basis.

- Mail, Fulfillment and Distribution

## Xerox Hosted Services

Offers benchmark imaging quality, workflow and document process reengineering with global reach and expertise.

### Imaging and Document Repository Services

Various services streamline processes, provide superior quality, speed retrieval process via online access, and improve workflow.

- Imaging Services
- Repository Services
- Document Management Services

### Digital Fulfillment Services

Streamline production of mass personalized documents for customers via global distribute-then-print infrastructure.

- Global Fulfillment Services



## Xerox Business Innovation Services

Helps you identify and understand knowledge, document and content gaps; also identifies opportunities in your critical business processes.

### Consulting Services

Reviews various internal business practices to reveal underlying problems needing intervention.

- Knowledge and Work Practice Management Services
- Enterprise Content Management Services
- Enterprise Document Management Services

### Systems Integration Services

Unifies disparate and legacy systems, and provides expert consultants to solve business problems.

- Application Integration Services
- Systems Integration Services

### IT Infrastructure Services

Manages portals and improves productivity by providing more effective interface to your data, applications, documents and people.

### Global Learning Services

Facilitates optimal performance across the enterprise through a range of training courses and materials and instructional methodologies.

- Online Learning Services
- Learning Management Services
- Document Management and Output Services

### California Employee Development

- Creation of consolidated print and distribution facility utilizing the "Integrated Print & Mail Solution"
- Improved ability to compete with private sector vendors and saved taxpayers over \$5 million

### Virginia Department of Health

- Xerox scanned over 36,000 employee records to a Web-based repository. Creating electronic access for supervisory personnel state-wide.
- This reduced the amount of space required for storage, enabled quick access to records, and increased overall efficiency of agency

### Ericsson Ltd.

- Redesigned purchasing process and implemented Web-enabled Document Management System
- Resulted in lower costs, faster and more accurate process, and legal compliance



## **Xerox ColorQube**

Suppose I told you that we had a new multifunction device that:

Cuts the cost of color pages by 62 percent - - making it virtually the same as black-and-white for most applications.

Creates 90 percent less waste from supplies and reduces storage space as well.

Uses 10 percent less energy to operate, meeting the U.S. Environmental Protection Agency's rigorous new ENERGY STAR requirements.

·Produces about 12 percent fewer greenhouse gases than comparable laser equipment.

·Has a dazzling array of diagnostics, applications and security features.

·And, oh yes, does it all - - prints, scans, faxes and copies - - without compromising print quality one iota.

Well, I'm writing to share the news that we do! It's called ColorQube and it's a series of advanced solid ink MFPs launching in the United States today. It will be available in Europe later this year and other markets in 2010. This is a big deal for our customers, our industry and our company and I wanted to make sure you heard about it from Xerox before you start to read about it in the media.

### **Rave Reviews for Breakthrough Technology**

The breakthrough technology behind ColorQube is a stunning testimony to the caliber of people in our research, engineering and development communities. Developed by Xerox in Rochester, N.Y., Wilsonville, OR., and Welwyn Garden City, U.K., ColorQube's final engineering was completed working side by side with customers who provided invaluable input. They helped us create a product family that is not only technically superior, but is also easy to use, significantly minimizes the impact on the environment (think green!) and provides the type of customer value no one else can match.

Customers who have used it are giving us rave reviews and so are the industry experts. Angele Boyd, vice president of IDC, and widely respected for her views on our industry, puts it succinctly: "The ColorQube 9200 series represents technology that will reshape the future of printing in the office. Going green and saving money - - it's what every customer wants to do."



# Xerox ColorQube™ 9201/9202/9203

## The new standard for affordable color



### Value Proposition

Dramatically lower the cost of color printing for your office workgroup. Print color everyday!

### Target Markets

- Office workgroups looking to print color affordably.
- Office workgroups looking to implement sustainability initiatives.
- Existing customers who have experienced the benefits of Solid Ink.

### Great color for a great price

- Xerox solid ink technology delivers benchmark, attention-grabbing color that's naturally glossy, saturated and remarkably consistent.
- Xerox Hybrid Color plans put users in control of per-page costs, letting them choose the plan that makes the most sense to their business — a unique Xerox offering that no competitor matches.
- Color print and copy speeds up to 50 ppm keep pace with busy office workloads.
- Fast Color mode increases the print speed to 85 ppm — perfect for internal use or short-life documents.
- Top-quality finishing options that include everything from basic stacking and stapling to advanced folding, hole-punching and booklet making.
- One customer-replaceable unit, a long-life cleaning unit with an average yield of 200,000 prints, means users will never have to worry about fusers or imaging units typically found in laser devices.

### Easy to use

- A new benchmark in office efficiency, the Xerox 9201/9202/9203 multifunction printer combines 20 years of solid ink development with Xerox workgroup MFP expertise.
- Xerox solid ink sticks are cartridge free and each color is uniquely shaped for easy drop-in loading. The unique ability to top off ink while running means you can have 55,500 prints at all times.
- Embedded help videos offer quick troubleshooting assistance right at the front panel, while the illuminated paper path makes occasional access fast and easy.
- Includes all the latest Xerox technology advantages, including easy installation and compatibility with the Xerox Global Print Driver\*\*, as well as customized workflows and applications with Extensible Interface Platform (EIP).

### Cartridge-free and environmentally responsible

- Cartridge-free solid ink sticks avoid the excessive packaging of toner cartridges. That means fewer resources are used and less energy is invested in manufacturing and transportation. The results? 90% less waste in your office and a smaller carbon footprint across the product life cycle\*.
- Get the same vibrant color on high yield or recycled paper, with automatic two-sided printing and copying to reduce paper usage.
- Intelligent Ready feature saves energy and time by learning office print habits and adjusting its warm-up times accordingly.
- Meets stringent 2009 Energy Star standards for reduced power consumption.

\*Based on a Xerox conducted and peer reviewed lifecycle assessment comparing a solid ink device to a comparable color laser device.  
\*\*Support for Xerox Global Print Driver available post product introduction.

	ColorQube 9201	ColorQube 9202	ColorQube 9203
<b>Performance</b>			
Copy/print speed	Up to 38 ppm color / 50 ppm black-and-white	Up to 45 ppm color / 50 ppm black-and-white	Up to 50 ppm color / black-and-white
Flexible print speeds (from)	30-60 ppm color / 38-85 ppm black-and-white	35-70 ppm color / 38-85 ppm black-and-white	38-85 ppm color / black-and-white
Average Monthly Print Volume	15,000 pages	17,000 pages	21,000 pages
Duty cycle (up to)	150,000 pages / month	225,000 pages / month	300,000 pages / month
Device memory	2 GB + 80 GB hard drive		
<b>Copy</b>			
First-page-out time	As fast as 8.1 seconds		
Copy resolution	600 x 600 dpi		
Copy features	Automatic two-sided, auto reduction and enlargement (25%–400%), auto paper select, auto tray switching, auto color selection, mixed-sized originals, booklet creation, image quality enhancements, Build Job, book copying, transparencies with dividers and sets, multi-up, invert image, covers, annotation and Bates® stamping, inserts, proof set		
<b>Print</b>			
First-page-out time	As fast as 7.2 seconds		
Resolution	2400 Finepoint		
Processor	1 GHz		
Page description languages	Adobe PostScript® 3®, PCL® 5c emulation, PCL® 6 emulation		
Connectivity	10/100/1000Base-TX Ethernet		
<b>Scan</b>			
Scan speed	51 ppm color / 75 ppm black-and-white		
Scan features	Network scanning, Scan to email, Scan to searchable PDF, PDF/A and XPS, Scan to PC Desktop® (optional), SMARTSend (optional)		
<b>Fax</b>	Standard	Internet Fax, Server Fax	
	Optional	Walk-up Fax (one-line and two-line options), LAN Fax	
<b>Paper Handling</b>			
Document feeder type	100-sheet DADF		
Paper input capacity	Standard: 3,300 sheets / Maximum: 7,300 sheets		
Media sizes	4.1 x 8.3 in. to 12.6 x 18 in. (104 x 210 mm to 320 x 457 mm)		
Media weights	16 lb. bond to 80 lb. cover (60 to 220 gsm)		
Finishing options	Offset Catch Tray (OCT); Office Finisher: 250-sheet top tray, 2,000-sheet stacker tray, 50-sheet multiposition stapling, 2, 3 or 4-hole punching (optional); High Volume Finisher: 250-sheet top tray, 3,000-sheet stacker tray, 100-sheet multiposition stapling, 2, 3 or 4-hole punching (optional); High Volume Finisher w/ Booklet Maker: 250-sheet top tray, 3,000-sheet stacker tray, 100-sheet multiposition, stapling, saddle-stitch booklet maker, V-folding, 2, 3 or 4-hole punching (optional); Z Fold / C Fold Unit with HVF w/Booklet Maker: adds letter / A4-size Z- and C-folding; Post Process Inserter with HVF and HVF w/Booklet Maker: adds preprinted inserts; Convenience Stapler		
<b>General</b>			
Security	Fax Security, Secure Print, Audit Log, Secure Workflows, 802.1x, SNMP V3, Network Authentication, Device Access Password Protection, IP Filtering, Disk Image Overwrite		
Accounting	Xerox Standard Accounting (Copy, Print, Scan, Fax, Email), Foreign Device Interface (optional)		

## Competitive Comparisons

	Xerox ColorQube™ 9201/9202/9203	Ricoh Aficio® C4000/C4500/C5000	Canon ImageRUNNER® C4580/C5185	Konica Minolta bizhub® C451/C550/C650	HP® CM6040f/CM8050/CM8060
<b>Functions</b>	Color copier, printer, scanner; Optional fax	Color copier, printer, scanner; Optional fax	Color copier, printer, scanner; Optional fax	Color copier, printer, scanner; Optional fax	Color copier, printer, scanner, fax (optional on CM8050/CM8060)
<b>Print</b>	9201: Up to 38 ppm / 50 ppm; 9202: Up to 45 ppm / 50 ppm; 9203: Up to 50 ppm / 50 ppm	C4000: Up to 40 ppm / 40 ppm; C4500: Up to 40 ppm / 45 ppm; C5000: Up to 50 ppm / 50 ppm	C4580: Up to 40 ppm / 45 ppm; C5185: Up to 51 ppm / 51 ppm	C451: Up to 45 ppm / 45 ppm; C550: Up to 45 ppm / 55 ppm; C650: Up to 50 ppm / 65 ppm	CM6040: Up to 40 ppm / 40 ppm; CM8050: Up to 40 ppm / 50 ppm; CM8060: Up to 50 ppm / 60 ppm
Flexible print speed (color / black)	9201: 30-60 ppm / 38-85 ppm; 9202: 35-70 ppm / 38-85 ppm; 9203: 38-85 ppm / 38-85 ppm	Not available	Not available	Not available	CM8050: Up to 57 ppm color / black; CM8060: Up to 71 ppm color / black
First-page-out time (as fast as)	7.2 seconds color / black	C4000/C4500: 6.5 seconds color / 3.9 seconds black; C5000: 5.9 seconds color / 3.5 seconds black	C4580: 9.6 seconds color / 7 seconds black; C5185: 8 seconds color / 6.2 seconds black	C451: 6.5 seconds color / 4.8 seconds black; C550: 6.5 seconds color / 4.3 seconds black; C650: 6 seconds color / 3.8 seconds black	12 seconds color / black
Print resolution (unenanced)	600 x 600 dpi	600 x 600 dpi, 1200 x 1200 dpi (C4000/C5000)	1200 x 1200 dpi	600 x 600 dpi	600 x 600 dpi, 1200 x 600 dpi (CM6040)
<b>Copy</b>	100-sheet DADF	100-sheet DADF	100-sheet DADF	100-sheet RADF	CM6040: 50-sheet ADF; CM8050/ CM8060: 100-sheet RADF
Document feeder type	600 x 600 dpi	600 x 600 dpi (1200 dpi for TWAIN)	600 x 600 dpi	600 x 600 dpi	300 x 300 dpi
<b>Scan</b>	50 ppm color / 75 ppm black	C4500: 58 ppm color / 63 ppm black; C4000/C5000: 60 ppm color / 63 ppm black	70 ppm simplex	70 ppm simplex	CM6040: 40 ppm color / black; CM8050/CM8060: 50 ppm color / black
Scan resolution (max)	50 ppm color / 75 ppm black	C4500: 58 ppm color / 63 ppm black; C4000/C5000: 60 ppm color / 63 ppm black	70 ppm simplex	70 ppm simplex	CM6040: 40 ppm color / black; CM8050/CM8060: 50 ppm color / black
Scan speed	50 ppm color / 75 ppm black	C4500: 58 ppm color / 63 ppm black; C4000/C5000: 60 ppm color / 63 ppm black	70 ppm simplex	70 ppm simplex	CM6040: 40 ppm color / black; CM8050/CM8060: 50 ppm color / black
Scan features	Network scanning, Scan to email, Scan to searchable PDF, PDF/A and XPS, Scan to PC Desktop (optional), SMARTSend (optional)	Network scanning, Scan to email, Scan to FTP, iFax, SMB, Scan to HDD, USB/SD drive (optional), DeskTopBinder	Network Scanning, Scan to email, Scan to FTP, iFax, SMB, Scan to mailbox, Scan to Searchable PDF (optional)	Network Scanning, Scan to email, Scan to FTP, iFax, SMB, Scan to HDD, PageScope Workware (optional)	Network scanning, Scan to email, iFax, Scan to HDD, Scan to OCR (pdf, xml, rtf, csv) is only available on CM8050/CM8060
<b>Fax</b>	Optional	Optional on base model (Standard on SPF configuration)	Optional	Optional	CM6040: Standard; CM8050/CM8060: Optional
Dial up fax	Standard	Optional on base model (Standard on SPF configuration)	Standard	Standard	CM6040: Not available; CM8050/CM8060: Standard
Internet fax	Standard	Optional on base model (Standard on SPF configuration)	Standard	Standard	CM6040: Not available; CM8050/CM8060: Standard
LAN fax	Optional	Optional on base model (Standard on SPF configuration)	Optional	Optional	CM6040: Not available; CM8050/CM8060: Standard
<b>Paper Handling</b>	3,300 sheets / 7,300 sheets	C4500: 1,100 sheets / 4,100 sheets; C4000/C5000: 1,200 sheets / 4,400 sheets	1,200 sheets / 5,000 sheets	3,650 sheets / 6,650 sheets	CM6040: 2,100 sheets / 2,100 sheets; CM8050/CM8060: 1,580 sheets / 5,580 sheets
Paper capacity (std / max)	3,300 sheets / 7,300 sheets	C4500: 1,100 sheets / 4,100 sheets; C4000/C5000: 1,200 sheets / 4,400 sheets	1,200 sheets / 5,000 sheets	3,650 sheets / 6,650 sheets	CM6040: 2,100 sheets / 2,100 sheets; CM8050/CM8060: 1,580 sheets / 5,580 sheets
Media sizes	4.1 x 8.3 in. to 12.6 x 18 in. (104 x 210 mm to 320 x 457 mm)	C4500: 3.5 x 5.8 in. to 12 x 18 in. (89 x 147 mm to 305 x 457 mm); C4000/C5000: 3.5 x 5.8 in. to 12 x 23.6 in. (89 x 147 mm to 305 x 599 mm)	3.9 x 5.8 in. to 12.6 x 18 in. (99 x 147 mm to 350 x 457 mm)	4 x 6 in. to 12 x 18 in. (102 x 152 mm to 305 x 457 mm)	CM6040: 3.9 x 5.5 in. to 12.6 x 18 in. (99 x 140 mm to 320 x 457 mm); CM8050/CM8060: 4 x 6 in. to 12 x 18 in. (102 x 152 mm to 305 x 457 mm)
Media weights	16 lb. bond to 120 lb. index (60 to 220 gsm)	16 lb. bond to 140 lb. index (60 to 253 gsm)	17 lb. bond to 140 lb. index (64 to 253 gsm)	16 lb. bond to 140 lb. index (60 to 253 gsm)	16 lb. bond to 120 lb. index (60 to 216 gsm)
<b>Security</b>	Standard	Standard	Not available	Standard	Standard
SNMPv3	Standard	Standard	Not available	Standard	Standard
IPV6 / IPSec	Standard	Not available	C4580: Not available; C5185: Standard	Standard	Standard
Secure Print	Standard	Standard	Standard	Standard	Standard
HTTPS / 802.1x	Standard	Standard	Not available	Standard	Standard
Image Overwrite	Standard	Optional	Optional	Standard	Standard
Secure Access	Optional	Optional	Optional	Optional	Optional
<b>Additional Information</b>	9201: 150,000 pages/month; 9202: 225,000 pages/month; 9203: 300,000 pages/month	C4500: 200,000 pages / month; C4000/C5000: Information not available	C4580: 165,000 pages / month; C5185: 200,000 pages / month	C451: 150,000 pages / month; C550/C650: 200,000 pages / month	CM6040: 200,000 pages / month; CM8050/CM8060: 220,000 pages / month
Duty cycle (max)	9201: 150,000 pages/month; 9202: 225,000 pages/month; 9203: 300,000 pages/month	C4500: 200,000 pages / month; C4000/C5000: Information not available	C4580: 165,000 pages / month; C5185: 200,000 pages / month	C451: 150,000 pages / month; C550/C650: 200,000 pages / month	CM6040: 200,000 pages / month; CM8050/CM8060: 220,000 pages / month
Load ink while run	Yes	No	No	No	No
Tiered color pricing option	Yes	No	No	No	Available on CM8050/CM8060 only
<b>Advantages / Disadvantages</b>	<ul style="list-style-type: none"> <li>• Lower TCO</li> <li>• Intelligent Ready technology reduces wait times</li> <li>• Compatible with Xerox Global® / Mobile Print Drivers</li> <li>• Consistent vibrant color independent of media</li> <li>• Xerox Extensible Interface Platform (EIP)</li> <li>• Benchmark security and ease of use</li> <li>• Smaller scan file sizes</li> <li>• Higher accuracy, embedded OCR</li> <li>• Bi-directional driver with real-time device and job status</li> <li>• Print around when resources are not available</li> <li>• Print up to 85 ppm in Fast Color Mode</li> </ul>	<ul style="list-style-type: none"> <li>• Less productive</li> <li>• Difficult to use and maintain</li> <li>• Larger scan file sizes</li> <li>• Limited Finishing options</li> <li>• Lower paper capacity (C4500)</li> <li>• No bi-directional driver</li> <li>• No print around capability</li> <li>• No load ink while run</li> </ul>	<ul style="list-style-type: none"> <li>• Less productive</li> <li>• Difficult to use and maintain</li> <li>• Larger scan file sizes (compact PDF optional with Universal Send Scanning Kit)</li> <li>• Limited finishing options</li> <li>• Lower paper capacity</li> <li>• Less accurate embedded OCR (optional with Universal Send Scanning Kit)</li> <li>• No bi-directional driver</li> <li>• No print around capability</li> <li>• No load ink while run</li> </ul>	<ul style="list-style-type: none"> <li>• Less productive</li> <li>• Difficult to use and maintain (including device management)</li> <li>• Larger scan file sizes</li> <li>• Limited finishing options</li> <li>• No bi-directional driver</li> <li>• No print around capability</li> </ul>	<ul style="list-style-type: none"> <li>• Poor performance on 11 x 17 in. paper (CM8050/CM8060)</li> <li>• Print quality is media dependant (CM8050/CM8060)</li> <li>• Limited media options</li> <li>• Larger scan file sizes</li> <li>• Limited finishing options</li> <li>• Lower paper capacity</li> <li>• Less accurate embedded OCR</li> <li>• No bi-directional driver</li> <li>• No print around capability</li> </ul>

\*Support for Xerox Global Print Driver available post product introduction.

© 2009 Xerox Corporation. All rights reserved. XEROX®, ColorQube™ and the sphere of connectivity design are trademarks of Xerox Corporation in the U.S. and/or other countries. The information in this document is subject to change without notice. 4/09 097CC-04/0A

## Tab 5: References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 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

### Xerox response

This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.

## Experience and References – Cities, Counties, Political Subdivisions

Xerox Corporation recognizes the unique requirements and processes associated with government entities and in response created the Public Sector, a national division of Xerox. In order to better understand these distinctive criteria, Xerox has dedicated teams focused solely on government offices. As a result, we have experienced unparalleled success in developing partnerships with city and local governments, state agencies and education entities nationally and throughout the State of Texas. The information below is a partial list of successful Xerox partnerships with cities, counties, and political subdivisions and the services and technologies provided.

**Reference No. 1**      [City of Houston](#)      901 Bagby Houston, Texas  
Calvin Wells, City Purchasing Agent, Strategic Purchasing Division  
[Calvin.Wells@cityofhouston.net](mailto:Calvin.Wells@cityofhouston.net)      (713) 247-1684

Xerox is currently providing the City of Houston fleet management & production publishing services and has successfully partnered with the City for more than twelve years. The City has more than six hundred Xerox units including DocuTech production publishers, color and convenience units. More than three hundred of these units are connected to the City’s network and provide the ability to print, scan, fax and copy. The Xerox implementation has transitioned the City from analog copiers to digital multi-functional devices and integrated a document enterprise strategy. The City of Houston’s fleet is supported by several on-site DocuCare associates. These on-site associates not only provide day-to-day troubleshooting and supply inventory management; they also download print drivers, connect digital equipment to the network and train on all areas of the equipment. Upon implementation of the digital

This information is “**Xerox confidential information**” and is provided only for the exclusive use of the governmental entity listed in this proposal.

technology, the continuing task is to reengineer and design workflow processes around the digital environment. The migration from analog to digital has shown to be a cost-effective move for the City of

Houston. In addition to the cost-savings, the City has experienced significant productivity improvements. Xerox continues to assess the needs of the City and make appropriate recommendations regarding its document strategy.

**Reference No. 2**      **City of Dallas** 1500 Marilla L2ES Dallas, Texas 75201  
Donna Moore, Business Development and Procurement Services Express Business  
Services Manager  
Donna.Moore@dallascityhall.com      (214) 670-5883

Xerox is currently providing the City of Dallas fleet management, asset consolidation, 5 DocuCare associates, help desk, CentreWare web, Xcounter, and production publishing services. Xerox has successfully partnered with the City of Dallas for these services and we have been the vendor of choice for more than four years. The City now has more than five hundred Xerox connected digital units including DocuTech production publishers, color, and multifunction convenience units. Most of these units are connected to the City’s network and provide the ability to print, scan, fax and copy. In addition the City of Dallas has two highlight color DocuTech’ to print their water bills.

The Xerox implementation has transitioned the City from analog copiers to digital multi-functional devices and integrated a document enterprise strategy. The City of Dallas fleet is supported by five on-site Xerox DocuCare associates. These on-site associates not only provide day-to-day troubleshooting and supply inventory management; they also download print drivers, connect digital equipment to the network and train on all areas of the equipment. Upon implementation of the digital technology, the continuing task is to reengineer and design workflow processes around the digital environment. The migration from analog to digital has shown to be a cost-effective move for the City of Dallas. In addition to the cost-savings, the City has experienced significant productivity improvements. Xerox continues to assess the needs of the City and make appropriate recommendations regarding its document strategy.

**Reference No. 3**      **County of Galveston**      722 Moody Galveston, Texas  
Bruce Hughes - Director of Purchasing  
[bruce.hughes@co.galveston.tx.us](mailto:bruce.hughes@co.galveston.tx.us) (409) 770-5372

Xerox is currently providing Galveston County fleet management and production publishing services and has successfully partnered with the County for more than three years. The County has more than seventy-five Xerox units including a DocuTech production publisher, color and more than seventy convenience units installed throughout the County. These Xerox multi-functional devices were installed enabling print, copy, scan and fax. Implementation of the multi-functional devices facilitated the County of Galveston in developing a complete document management strategy. Phase I of the strategy allowed end users to fax from their desktops through Right Fax, a network faxing solution. DocuShare and FlowPort were also implemented to take the hard copy documents into a digital environment, building a web-based document repository. The County has a full-time on-site DocuCare associate, who is responsible for day-to-day troubleshooting and supply inventory, as well as downloading print drivers, connecting digital equipment to their scan-to-DigiPath program and training on all areas of the equipment. The County’s Xerox solution also includes a systems architect on staff who is providing on-going implementation of the solution, as well as



planning for the next phase of the document enterprise strategy. This systems architect is working closely with several departments to reengineer and design

This information is “**Xerox confidential information**” and is provided only for the exclusive use of the governmental entity listed in this proposal.

workflow processes around the digital environment. The migration from analog to digital has shown to be a cost-effective move for the County of Galveston. The impression cost for documents moving through the organization has been reduced by 23%. Cost savings were also down in the area of print cost via scanning to print center and providing color capabilities in-house

**Reference No. 4**                    **University of Texas Medical Branch at Galveston**  
 Logistics – Contract Administration  
 1902 Harborside Drive, 1<sup>st</sup> Floor, 2<sup>nd</sup> Entrance  
 Galveston, Texas 77555-0905  
 Bermuda A. Brittingham, Senior Acquisition Specialist  
 (409) 747-8015

Xerox is currently providing the University of Texas Medical Branch at Galveston fleet management, asset consolidation, on 4 site DocuCare associates, and services. Xerox has successfully partnered with the University of Texas Medical Branch at Galveston for these services and we have been the vendor of choice for more than five years. The University of Texas Medical Branch at Galveston now has more than five hundred Xerox connected digital units. Most of these units are connected to the UTMB network and provide the ability to print, scan, fax and copy. The Xerox implementation transitioned the City from analog copiers to digital multi-functional devices and integrated a document enterprise strategy. The University of Texas Medical Branch at Galveston fleet is supported by four on-site Xerox DocuCare associates. These on-site associates not only provide day-to-day troubleshooting and supply inventory management; they also download print drivers, connect digital equipment to the network and train on all areas of the equipment. The migration from analog to digital has shown to be a cost-effective move for the University of Texas Medical Branch at Galveston. In addition to the cost-savings, UTMB has experienced significant productivity improvements. Xerox continues to assess the needs of the UTMB and make appropriate recommendations regarding its document strategy.

## Experience and References – K-12

Xerox Corporation recognizes the unique requirements and processes associated with government entities and in response created the Public Sector, a national division of Xerox. In order to better understand these distinctive criteria, Xerox has dedicated teams focused solely on government offices. As a result, we have experienced unparalleled success in developing partnerships with city and local governments, state agencies and education entities nationally and throughout the State of Texas. The information below is a partial list of successful Xerox partnerships with school districts and the services and technologies provided.

**Reference No. 1**                    **Houston ISD**                    4400 W. 18<sup>th</sup> Street, Houston, Texas 77092  
 Maria Cruz-Goldman, Buyer  
[mcruzgol@houstonisd.org](mailto:mcruzgol@houstonisd.org), 713-556-6522  
 Louis Trevino, District Wide Fleet Copier Management Program  
[Ltrevin1@houstonisd.org](mailto:Ltrevin1@houstonisd.org), 713-556-6028

Xerox is currently providing Houston ISD fleet management and has successfully partnered with the District. The District has more than 400 low, mid, and high volume Xerox units in the teacher workrooms and other convenience units throughout the campuses.

This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.

**Reference No. 2**      **Fort Worth ISD**      100 N. University Drive, Fort Worth, Texas 76107  
Ed Spears, Manager, Business Support Services  
[edward.spears@fwisd.org](mailto:edward.spears@fwisd.org)      (817) 852-1144

Xerox is currently providing Fort Worth ISD fleet management, production publishing and color and has successfully partnered with the District for more than fifteen years. The District has more than 250 units

including 2 DocuTech production publishing system, production color, including networked units in the teacher workrooms and convenience units throughout the campuses. The District is also utilizing web document software in order to maximize the print shop production. Xerox’s DocuCare program provides on-site support for all school sites for minor equipment repairs, supply delivery and additional on-going training.

**Reference No. 3**      **Brownsville ISD**      1900 Price Road. Brownsville, Texas 78521  
Rosie Rena, Director of Purchasing  
Cesar Lopez, Senior Buyer  
[colopez@bisd.us](mailto:colopez@bisd.us)      (956) 548-8000

Xerox is currently providing Brownsville ISD fleet management and production publishing and has successfully partnered with the District for more than twenty years. The District has more than 300 low, mid, and high volume Xerox units including 2 DocuTech production publisher units, 130+ high-volume copiers in the teacher workrooms and other convenience units throughout the campuses.

**Reference No.4**      **Plano ISD**      2700 W 15th St. Plano, Texas 75075  
Susan Lenox, Distribution Services Manager  
[slenox@pisd.edu](mailto:slenox@pisd.edu)      (469) 752-1585

Xerox is currently providing Plano ISD fleet management and production publishing services and has successful partnered with the District for more than twenty years. The District has more than one hundred Xerox units including seventy five teacher workroom high-volume digital copiers, 8 DocuTech production publishing systems, production color and other convenience units installed throughout the campuses. The District is also utilizing web document submission software. Through implementing Xerox’s solution and the ability to scan documents needed directly to the print center, the District’s teachers no longer need to stand in line to use the copiers in the mornings and are able to spend additional time with students in the classroom. Significant cost savings were achieved in the area of print cost reduction by scanning to the print center and providing color capabilities in-house.

**Reference No. 5**      **Cypress Fairbanks ISD**      10300 Jones Rd Houston, Texas 77065  
Joe Parker, Director of Printing and Publication  
[joe.parker@cfisd.net](mailto:joe.parker@cfisd.net)      (281) 897-4132

Xerox is currently providing Cypress Fairbanks ISD fleet management, production publishing and color and has successfully partnered with the District for more than twenty years. The District has more than two-hundred units including a DocuTech production publishing system, seventy-one high-volume production copiers in the teacher workrooms and convenience units throughout the campuses. The District is also utilizing web document software in order to maximize the print shop production. Xerox’s DocuCare program provides on-site support for all school sites for minor equipment repairs, supply delivery and additional on-going training.

This information is “**Xerox confidential information**” and is provided only for the exclusive use of the governmental entity listed in this proposal.

**Reference No. 6**      **Goose Creek ISD**      1415 Market St. Baytown, Texas 77251  
Terry Cook, Director of Support Services  
[tgcook@goosecreek.cisd.esc4.net](mailto:tgcook@goosecreek.cisd.esc4.net)      (281) 420-4817

Xerox is currently providing Goose Creek ISD with fleet management, production publishing, convenience copying and has successfully partnered with the District for more than fifteen years. The District has more than one hundred Xerox units including production digital copiers in the teacher workrooms and convenience units throughout the campuses. Goose Creek ISD also has two DocuTech production publishers in its print shop. Xerox supports the District through its Managed Services Help Desk.

**Reference No. 7**      **Brazosport ISD**      301 W. Brazoswood Dr. Clute, Texas 77531  
Mike Abild, Director Business Services  
[mabild@brazosportisd.net](mailto:mabild@brazosportisd.net)      (979) 730-7003

Xerox is currently providing Brazosport ISD fleet management and production publishing and has successfully partnered with the District for more than fifteen years. The District has more than fifty Xerox units including a DocuTech production publisher, high-volume copiers in the teacher workrooms and convenience units throughout the campuses. Xerox is also managing the District’s print shop and mailroom with on-site Xerox support.

**Reference No. 8**      **Duncanville ISD**      802 South Main, Duncanville, Texas 75137  
Vicki Smith, Director of Information Technology  
[vsmith@duncanvilleisd.org](mailto:vsmith@duncanvilleisd.org)      (972) 708-2000

Xerox is currently providing Duncanville ISD fleet management, production publishing and color and has successfully partnered with the District for more than twenty years. The District has more than 75 units including a 2 DocuTech production publishing system, copiers in the teacher workrooms and convenience units throughout the campuses. The District is also utilizing web document software in order to maximize the print shop production. Xerox’s DocuCare and break fix management program provides on-site support for all school sites for minor equipment repairs, supply delivery and additional on-going training.

**Reference No. 9**      **Garland ISD**      501 S. Jupiter Road, Garland, Texas 75042  
Mark Booker, Director of Purchasing  
[mabooker@garlandisd.net](mailto:mabooker@garlandisd.net)      (972) 494-8501

Xerox is currently providing Garland ISD with fleet management and convenience copying and has successfully partnered with the District for more than ten years. The District has more than one hundred Xerox units including copiers in the teacher workrooms and convenience units throughout the campuses.

**Reference No. 10**      **Hurst Eules Bedford ISD**      1849 Central Drive, Bedford, Texas 76022  
Fred Laux, Director of Purchasing  
[lauxf@hebisd.edu](mailto:lauxf@hebisd.edu)      (817) 283-4461

Xerox is currently providing Hurst Eules Bedford ISD fleet management, production publishing and color and has successfully partnered with the District for more than fifteen years. The District has more than 70 units including 1 DocuTech production publishing system, color, units in the teachers’ workrooms and convenience units throughout the campuses.



This information is “**Xerox confidential information**” and is provided only for the exclusive use of the governmental entity listed in this proposal.

## Additional References

Organization Name	Xerox Technology Provided	Xerox Services Provided
<b>K-12 Xerox Business Services:</b>		
<i>Brazosport ISD</i>	25+ Teacher Workroom Units, DocuTech, and 30+ Convenience Units	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Xerox Staffed Print Shop</li> <li>• Production Publishing</li> <li>• Asset Management</li> </ul>
<i>Channelview ISD</i>	20+ Teacher Workroom Units, 40+ Convenience units	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> </ul>
<i>Clear Creek ISD</i>	38+ Teacher Workroom Units, 60+ Convenience units	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> </ul>
<i>Cypress-Fairbanks ISD</i>	68+ Teacher Workroom Units, DocuTech & Color, + 200 Convenience Units	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> <li>• Student Records Scanning</li> </ul>
<i>Dallas ISD</i>	28+ Teacher Workroom Units, 2 DocuTech, and Printing System units.	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• School to Career</li> <li>• Production Publishing</li> <li>• Production IT</li> <li>• Asset Management</li> </ul>
<i>Duncanville ISD</i>	40+ Teacher Workroom Units and DocuTech.	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• DocuCare</li> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Fort Bend ISD</i>	42+ Teacher Workroom Units, 50+ Convenience Units, 2 DocuTech & Color	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Frisco ISD</i>	16+ Teacher Workroom Units, Production Publishing unit, +65Convenience units, and color	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Goose Creek ISD</i>	30+ Teacher Workroom Units, DocuTech & Production Color, 39+ Convenience units	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> <li>• Production Publishing</li> <li>• Integrated Print to Mail</li> </ul>
<i>Leander ISD</i>	3 DocuTechs, Web Document Submission, 100+ Convenience and Teacher Workroom Units	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Scanning to print shop</li> <li>• Production Publishing</li> </ul>

Organization Name	Xerox Technology Provided	Xerox Services Provided
<p>This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.</p>		
<i>Northwest ISD</i>	DocuTech, Printing Systems, & Color	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Production Publishing</li> <li>• Production Color</li> <li>• DocuCare</li> </ul>
<i>Region 4 Education Service Center</i>	DocuTechs, Networked Multi-Function Devices & Color	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Region 11 Education Service Center</i>	Production B&W, Networked Multi-Function Devices & Color	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> <li>• Xerox-staffed Print Shop</li> </ul>
<i>Richardson ISD</i>	2 DocuTech & Color	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Production Publishing</li> <li>• Production Color</li> </ul>
<b>K-12 Direct Business:</b>		
<i>Abilene ISD</i>	60+ Teacher Workroom Units, DocuTech , + 90+ Convenience Units	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Allen ISD</i>	20+ Teacher Workroom Units, 30+ Convenience Units, and Production Units in Print Shop.	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Birdville ISD</i>	8+ Teacher Workroom Units, + Convenience Units	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Brownsville ISD</i>	112+ Teacher Workroom Units, DocuTech, Production Color + 88+ Convenience units	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Carroll ISD</i>	20+ Teacher Workroom Units, and 25+ Convenience Units	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Crowley ISD</i>	5+ Teacher Workroom Units, and 16+ Convenience Units	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Eagle Mountain Saginaw ISD</i>	15+ Teacher Workroom Units and color.	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Edgewood ISD</i>	34+ Teacher Workroom Units, and Color	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Fort Worth ISD</i>	225+ Teacher Workroom Units, 2 DocuTech, Production Color	<ul style="list-style-type: none"> <li>• Production Publishing</li> <li>• Production IT</li> <li>• Asset Management</li> <li>• Production Color</li> </ul>
<i>Galena Park ISD</i>	42+ Teacher Workroom Units, DocuTech & Production Color, + Convenience units	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Garland ISD</i>	50+ Teacher Workroom Units and Convenience Units	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Grand Prairie ISD</i>	100+ Teacher Workroom Units, Production Units in Print Shop, + Convenience units,	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Harlingen ISD</i>	39+ Teacher Workroom Units, + Convenience units	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Humble ISD</i>	30+ Teacher Workroom Units, Multi-Function Devices & Color	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>

Organization Name	Xerox Technology Provided	Xerox Services Provided
<p>This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.</p>		
<i>Hurst Euless Bedford ISD</i>	29+ Teacher Workroom Units, Nuvera Production and multifunction units in Print Shop	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Irving ISD</i>	DocuTech and Color	<ul style="list-style-type: none"> <li>• Production Publishing</li> <li>• Production Color</li> </ul>
<i>Keller ISD</i>	36 Teacher Workroom Units, 60+ Multi-Function Devices, DocuTech, & Color	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>La Joya ISD</i>	DocuTech	<ul style="list-style-type: none"> <li>• Production Publishing</li> </ul>
<i>Lamar Consolidated ISD</i>	2 DocuTech and 32+ Convenience Units	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Lancaster ISD</i>	40+ Teacher Workroom Units, Nuvera, and Color	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Longview ISD</i>	10+ Teacher Workroom Units, DocuTech, 40+ Convenience units	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>McAllen ISD</i>	DocuTech	<ul style="list-style-type: none"> <li>• Production Publishing</li> </ul>
<i>Midland ISD</i>	125+ Teacher Workroom Units, DocuTech, and Other Production Units	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>North Forest ISD</i>	17+ Teacher Workroom Units, DocuTech & Production Color, + Convenience units	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Northside ISD</i>	DocuTech	<ul style="list-style-type: none"> <li>• Production Publishing</li> <li>• School to Career</li> </ul>
<i>Pflugerville ISD</i>	15+ Teacher Workroom Units, color, and Convenience units	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Plano ISD</i>	45+ Teacher Workroom Units, DocuTech, Production Color, and Convenience Units	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Fleet Management</li> <li>• Integrated Print to Mail</li> <li>• Production Publishing</li> </ul>
<i>Region 10 Education Service Center</i>	Production B&W, Networked Multi-Function Devices & Color	<ul style="list-style-type: none"> <li>• Production Services</li> <li>• Fleet Management</li> </ul>
<i>Region 20 Education Service Center</i>	Production B&W, Networked Multi-Function Devices & Color	<ul style="list-style-type: none"> <li>• Production Services</li> <li>• Fleet Management</li> </ul>
<i>South San Antonio ISD</i>	13+ Teacher Workroom Units, 2 DocuTech, Color	<ul style="list-style-type: none"> <li>• School to Career</li> <li>• Production Publishing</li> </ul>
<i>Tyler ISD</i>	25+ Teacher Workroom Units, 2 DocuTech, Production Color + 90+ Convenience units	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Ysletta ISD</i>	2 DocuTech	<ul style="list-style-type: none"> <li>• Production Publishing</li> </ul>
<b>Cities and Counties:</b>		
<i>Arlington, City of</i>	Nuvera, Highlight Color, and Color in Print Shop. Water bills.	<ul style="list-style-type: none"> <li>• Production Publishing</li> <li>• Production Color</li> </ul>

Organization Name	Xerox Technology Provided	Xerox Services Provided
<p>This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.</p>		
<i>Austin, City of</i>	200+ Networked Multi-Function Devices & Color. Sole vendor of choice.	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> <li>• DocuCare</li> </ul>
<i>Dallas, City of</i>	350+ Networked Multi-Function Devices, DocuTech Production B&W and Color, customized software. Sole vendor of choice.	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Production Publishing</li> <li>• Asset Management</li> <li>• DocuCare</li> </ul>
<i>Ector County</i>	70+ Units and Color	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>El Paso, City of</i>	DocuTech	<ul style="list-style-type: none"> <li>• Production Publishing</li> </ul>
<i>Galveston County</i>	80+ Networked Multi-Function Devices & Color	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Production Publishing</li> <li>• Asset Management</li> <li>• DocuCare</li> </ul>
<i>Houston, City of</i>	648+ b/w Networked Multifunction units, 53+ Networked units. Sole vendor of choice.	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> <li>• DocuCare</li> </ul>
<i>Irving, City of</i>	30+ Units, production b&w, and color.	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Lubbock, City of</i>	80+ Networked Multi-Function Devices and 2 Nuvera Production	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Mesquite, City of</i>	Production Color in print shop.	<ul style="list-style-type: none"> <li>• Production Color</li> </ul>
<i>Plano, City of</i>	20+ Units, production b&w, and color.	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> </ul>
<i>Taylor, County of</i>	80+ Units	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<b>Political Subdivisions:</b>		
<i>Bexar County Hospital District</i>	Nuvera Production, Production Color, and Engineering unit	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Production Publishing</li> <li>• Asset Management</li> <li>• DocuCare</li> </ul>
<i>Dallas County Hospital District</i>	80+ Networked Multi-Function Devices	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Production Publishing</li> <li>• Asset Management</li> <li>• DocuCare</li> </ul>
<i>Dallas Fort Worth Airport</i>	Production B&W Devices and Production Color in Print Shop	<ul style="list-style-type: none"> <li>• Production Publishing</li> <li>• Production Color</li> </ul>
<i>Harris County Appraisal District</i>	DocuTech	<ul style="list-style-type: none"> <li>• Production Publishing</li> </ul>

Organization Name	Xerox Technology Provided	Xerox Services Provided
<p>This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.</p>		
<i>Harris County Hospital District</i>	DocuTech, Networked Multi-Function Devices & Color	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Production Publishing</li> <li>• Asset Management</li> <li>• DocuCare</li> </ul>
<i>North Central Texas Council of Governments</i>	DocuTechs, Networked Multi-Function Devices & Color	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Production Publishing</li> <li>• Asset Management</li> <li>• DocuCare</li> </ul>
<i>Parker County Hospital District</i>	40+ Networked Multi-Function Devices	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Asset Management</li> <li>• DocuCare</li> </ul>
<i>Tarrant County Hospital District</i>	50+ Networked Multi-Function Devices	<ul style="list-style-type: none"> <li>•</li> </ul>
		<ul style="list-style-type: none"> <li>•</li> </ul>
<b>Higher Education:</b>		
<i>University of Texas at Arlington</i>	40+ library vend units and copy center	<ul style="list-style-type: none"> <li>• Xerox Business Services</li> <li>• Library Vend Units</li> <li>• DocuCare</li> </ul>
<i>Central Texas College - Killeen</i>	2 DocuTech and Production Color	<ul style="list-style-type: none"> <li>• Production Publishing</li> <li>• Production Color</li> </ul>
<i>McMurray College</i>	10+ Units, Production Unit, and DocuShare.	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Unit</li> </ul>
<i>North Texas University</i>	150+ Units on Campus	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Texas A&amp;M University - Commerce</i>	60+ Units on Campus	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
<i>Texas State Technical College</i>	15+ Units, DocuTech, and Color.	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> <li>• Production Color</li> </ul>
<i>Texas Tech University</i>	50+ Units on Campus and print shop.	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Publishing</li> <li>• Production Color</li> </ul>
<i>Texas Women’s University</i>	50+ Units on Campus and Color	<ul style="list-style-type: none"> <li>• Asset Management</li> <li>• Production Color</li> </ul>
<i>University of Texas Pan America</i>	20+ units	<ul style="list-style-type: none"> <li>• Asset Management</li> </ul>
	Additional references available upon request!	

# Tab 6: Pricing

## Electronic Price Lists

1. Respondents must submit products, services, warranties, etc. in price list.
2. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular bidder and the pricing per item.
3. Electronic price lists must contain the following:
  - Manufacturer part #
  - Vendor part # (if different from manufacturer part #)
  - Description
  - Manufacturers Suggested List Price and Net Price
  - Net price to TCPN (including freight)
4. Media submitted for price list must include the respondents' company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
5. Please submit price lists in electronic format only

## Not to Exceed Pricing

1. TCPN requests pricing be submitted as not to exceed for any participating entity.
2. Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation. Volume or spot market conditions may allow for one time discounts for participating entities.
3. Vendor must allow for lower pricing to be available for similar product and service purchases under the same market conditions.

## Pricing

1. It is the intent of TCPN to always provide the best price and value to its participants. The Vendor must be able to provide a pricing methodology for its products and services that will insure that TCPN is always getting the best and most competitive price available.
2. The products and services provided by this contract may be acquired utilizing many different methods by the participating members of TCPN. The Vendor must offer acquisition vehicles for technology and services such as Outright Purchase, Lease and Solution-Based Contracts.
3. Interested Vendors must provide proposed pricing methodology that would insure the best price and include all methods available for acquisition.
4. Maintenance of equipment is required.
5. Any maintenance contract is between the buyer (TCPN member) and the contractor and must be signed by the ordering agency and the contractor. No maintenance contract will be automatic.
6. Maintenance contracts shall include all parts, labor, travel, service, and preventative maintenance. Supplies (consumables) may be offered if more cost effective.
7. If a vendor is offering equipment that has software or upgradeable ROM chips as a part of the unit, vendor will certify that the most current OEM software or ROM microchips are installed with the unit at time of delivery. OEM upgrades released during the first year of operation are to be installed within 45-days of release at no cost to the buyer; upgrades of software and ROM's after the first year must be available as part of any maintenance agreement within 45-days of release and installed at no additional cost to the buyer.
8. Any and all contracts for maintenance shall be at the discretion of the ordering agency.
9. Technician response time will be within eight working hours in the metropolitan areas and next-day in other areas of the State, if called in by 9:00 A.M. of the previous day. Preventative Maintenance (PM's) will be scheduled, as needed.
10. Contractor must agree to provide maintenance to keep the equipment in first class operating



condition and provide service during normal business hours (8:00-5:00, excluding legal holidays, Saturdays and Sundays).

11. All defective or unserviceable worn parts shall be replaced with parts approved by the manufacturer for replacement and carry the manufacturer's standard warranty. Any claim by the contractor that equipment breakdown is the result of the use of independent copier supplies must be supported by written documentation from the manufacturer and/or the servicing technician that clearly states the direct cause of the breakdown. Use of independent copier supplies shall not void warranty or service maintenance agreements.
12. PM's shall include all cleaning, lubrication, adjustments, and parts replacements as recommended by the manufacturer, and using the manufacturer's timetable for preventative maintenance. Using agency may purchase supplies used in PM's from the contractor, but are not required to do so.
13. Guarantees and warranties are required.
14. Any total satisfaction guarantee must permit the user to decide if the copier needs to be replaced during any replacement period offered by the vendor.
15. If a total satisfaction guarantee depends on the copier operating within manufacturer specifications, those specifications must be included in the warranty. The specifications will include copy quality, unacceptable number of jams, and unacceptable number of service calls or down time.
16. A total satisfaction guarantee will be in effect during the entire lease period, if the lease was provided by the manufacturer or a division of the manufacturer.
17. Low-volume copiers with a three-year warranty are preferred.
18. Any prepayment for a service contract must give a discount to the buyer; no prepayments that exceed one year will be allowed.
19. Unless vendor offers independent proof that the data is incorrect, TCPN will use the evaluation information published by Better Buys for Business, and Buyers Laboratory Incorporated to evaluate individual copiers offered by vendors. In the event an offered model is not described in either of these sources, TCPN reserves the right to use other independent sources, including telephone interviews with current users of the equipment.
20. Any equipment that is remanufactured must be remanufactured by the OEM and must be equal to the same quality standards as a newly manufactured machine. Design changes that have been introduced since the original unit was first produced are to be incorporated, including software or ROM upgrades.
21. All copiers sold will have all necessary start-up supplies, except for paper.
22. Demonstration units may be sold only under the following conditions: 1) the price is reduced based on the number of copies run on the equipment; and 2) the unit carries the same full warranty as a unit that has not been used for demonstration.
23. Energy Star compliant copiers and multifunctional machines will be preferred. The vendor must identify current copiers that are Tier 1 Energy Star Compliant and, after July, 1997, those that are Tier 2 compliant.

**The latest editions of Buyers Laboratories Incorporated, Copier Specification Guides and supplements will be used to determine the operational specifications of all models of copiers. The BLI's productivity charts, rather than manufacturer's advertised performance, will be used to determine productivity and efficiency data to compare machines proposed.**



**Typical Unit #1 - Low-Volume Copier (below 20 copies/minute and a max. of 8,000-10,000 copies/month)**

**Specifications**

In the space provided, insert specification, if applicable. Otherwise, state YES or NO.  
Please duplicate form for not more than three units to best meet the typical needs of participating agencies.

**Xerox response**

The following Specification tables are an example of the Xerox products available to TCPN members. Xerox full product line is available for TCPN members; please see the pricing workbooks for the products available.



**Pricing Examples**

**Typical Unit #1 - Low-Volume Copier (below 20 copies/minute and a max. of 8,000-10,000 copies/month)**

**Specifications**

In the space provided, insert specification, if applicable. Otherwise, state YES or NO.

Please duplicate form for not more than three units to best meet the typical needs of participating agencies.

<b>SPECIFICATIONS: TYPICAL UNIT #1 - LOW-VOLUME</b>		
Model name and number	Xerox WCM20i	
Copy speed (8.5" x 11" pgs. per min.)	22 copies per minute	
Digital copying	Yes	
Full-color copying	No	
Multifunctional	Yes	
Scan once/print many	Yes	
Warm-up time	25 seconds	
First-copy time	8 seconds	
Maximum original size	8.5 x 14	
Maximum copy size	8.5 x 14	
Reduction/enlargement	25 to 400%	
Pre-selection	Yes	
Standard paper supply	3 drawers – 1,200 sheets	
Optional paper trays	No	
Stationary platen	Yes	
Bypass	Yes – 100 sheets	
Auto duplex	Yes	
Document feeders	Yes	
Sorters	Offset/unlimited	
2-page/book copying	Yes	
Image/margin shift	No	
Border/edge erase	No	
Photo mode	Yes	
Image combination	No	
Supplies: page yields/prices	8,000 pages	
Cartridge-based	Yes	
Energy Star-compliant	Yes	
Vendor's recommended monthly copy volume	Up to 20,000 copies	
Manufacturer	Xerox	
Channel	Direct	
Also sold as	None	
Multifunctional	Fax function	Yes
	PC scan function	Yes
	PC print function	Yes
Year introduced	May 2004	



**Price Sheet - Unit #1**

Please complete one page for each model proposed in the Specifications - Unit #1 table.  
Duplicate as necessary for additional items offered.

Is Unit on Federal GSA contract? Yes  No  Don't Know

If yes, your TCPN price is \_\_\_\_\_% Lower  Higher  Same

Price unit and all accessories on this chart. Fill this out for each pricing scenario: Lease with the months, Monthly Rental , and Purchase price.

	<b>Model Number</b>	<b>Description</b>	<b>GSA Price (If available)</b>	<b>TCPN Price</b>
<b>Base Unit</b>	M20i	Xerox WorkCentre M20i	\$1,556	\$1,581
<b>Accessory options:</b>		See attached		

1. **Typical Unit #2 - Medium-Volume Copier (20-49 copies/month with max. of 30,000-40,000 copies/month)**

**Specifications** In the space provided, insert specification, if applicable. Otherwise, state YES or NO.

Please duplicate form for not more than three units to best meet the typical needs of participating agencies.

<b>SPECIFICATIONS: TYPICAL UNIT #2 - MEDIUM-VOLUME</b>	
Model name and number	Xerox WorkCentre 5645PT
Year introduced	2007
Length of factory warranty	Varies
Engine speed (pages per minute)	45
First-copy time	3.4 seconds
Analog/digital	Digital
Copy resolution	600 x 600 dpi
Scan once/print many	Yes
Other functions	Yes
Maximum sizes	11 x 17
Reduction/enlargement	25-400%
Touch-sensitive LCD	Yes
Standard paper supply	2 drawers, 1,100 sheets
Optional paper supply	7,600 sheets
Bypass	Yes
Auto duplex	Yes
Document feeders	Yes
Sorters	Offset/unlimited
Catch trays/finishers (ones that remain with options attached)	Yes
Other features	Yes
Copy auditing	Yes
Max. recommended monthly volume	Up to 175,000
Manufacturer	Xerox
Also sold as	None
Vendor's recommended monthly volume	Up to



**Price Sheet: Unit #2**

Please complete one page for each model proposed in the Specifications - Unit #2 table. Duplicate as necessary for additional items offered.

Is Unit on Federal GSA contract?      X Yes No       Don't Know

If yes, your TCPN price is \_\_\_\_\_% Lower  Higher  Same

Price unit and all accessories on this chart. Fill this out for each pricing scenario: Lease with the months, Monthly Rental, and Purchase price.

	<b>Model Number</b>	<b>Description</b>	<b>GSA Price (If available)</b>	<b>TCPN Price</b>
<b>Base Unit</b>	5645	Xerox WorkCentre 5645PT	\$9,935	\$10,134
<b>Accessory options:</b>		See attached		

2. **Typical Unit #3 - High-Volume Copier (50 copies/month and up and suitable for over 30,000-40,000 copies/month)**

**Specifications**

In the space provided, insert specification, if applicable. Otherwise, state YES or NO.

Please duplicate form for not more than three units to best meet the typical needs of participating agencies.

<b>SPECIFICATIONS: TYPICAL UNIT #3 - HIGH-VOLUME</b>	
Model name and number	Xerox WorkCentre 5675
Year introduced	2007
Length of factory warranty	Varies
Engine speed (pages per minute)	75
Technology	Digital
Functions offered	Multi-function
Scan once/print many	Yes
Copy resolution	600 x 600 dpi
First copy time	2.7 seconds
Maximum original size	11 x 17
Maximum copy size	11 x 17
Reduction/enlargement	25-400%
Anamorphic (x/y) zoom	Yes
Touch-screen display	Yes
Standard paper supply	2 drawers, 1,000 sheets
Optional paper supply	HCTT-3,600 sheets, HCF-4,000
Bypass	100 sheets
110lb index thru paper drawers	16-110lb
Tabs thru paper drawers	No
Copy onto tabs	No
Auto duplex	Yes
Document feeders	Yes
Computer forms feeder	No
Sorters	Offset/unlimited
Catch trays/finishers (RDH & digital models)	Offset/unlimited
Auto-staple legal (top-left)	Yes
Other features	Yes
Copy auditing	Yes
Vendor's rec. max. monthly volume	Up to 300,000
Manufacturer	Xerox
Also sold as	None



**Price Sheet - Unit #3**

Please complete one page for each model proposed in the Specifications - Unit #3 table. Duplicate as necessary for additional items offered.

Is Unit on Federal GSA contract? Yes  No  Don't Know

If yes, your TCPN price is \_\_\_\_\_% Lower  Higher  Same

Price unit and all accessories on this chart. Fill this out for each pricing scenario: Lease with the months, Monthly Rental, and Purchase price.

	<b>Model Number</b>	<b>Description</b>	<b>GSA Price (If available)</b>	<b>TCPN Price</b>
<b>Base Unit</b>	5675T	Xerox WorkCentre 5675	\$15,905	\$16,223
<b>Accessory options:</b>		See attached		

### 3. Typical Unit #4 - Color Copier

#### Specifications

In the space provided, insert specification, if applicable. Otherwise, state YES or NO. Please duplicate form for not more than three units to best meet the typical needs of participating agencies.

<b>SPECIFICATIONS: TYPICAL UNIT #4 - COLOR COPIER</b>	
Model name and number	ColorQube 9201
Year introduced	2009
Length of factory warranty	Varies
Imaging technology	Digital
Speed	38 ppm
First-copy time (color)	8.1 seconds
Scan once/print many	Yes
Copy scan resolution	600 x 600
Copy output resolution	600 x 600
Maximum paper size	12 x 18
11" x 17" full bleed	No
Reduction/enlargement	25-400%
Standard paper supply	3,300 sheets
Optional paper supply	4,000 sheets
Bypass	100
Recommended paper weight	16 lb to 80 lb cover
Automatic duplex	Yes
Document feeders	Yes
Sorters	Offset/unlimited
Offset catch trays/finishers	Yes
LCD editing	No
Film projector	No
Connectivity	Yes
Supplies yields (pages/list prices)	
Manufacturer	Xerox
Vendor's rec. max. monthly volume	150,000
Also sold as	None

**Price Sheet - Unit #4**

Please complete one page for each model proposed in the Specifications - Unit #4 table. Duplicate as necessary for additional items offered.

Is Unit on Federal GSA contract? Yes  No  Don't Know

If yes, your TCPN price is \_\_\_\_\_% Lower  Higher  Same

Price unit and all accessories on this chart. Fill this out for each pricing scenario: Lease with the months, Monthly Rental, and Purchase price.

	<b>Model Number</b>	<b>Description</b>	<b>GSA Price (If available)</b>	<b>TCPN Price</b>
<b>Base Unit</b>	9201	Xerox ColorQube 9201	\$17,050	\$17,391
<b>Accessory options:</b>		See attached		



4. **Typical Unit #5 - Laser Fax** - A fax machine that can print onto regular paper using laser technology (including LED technology, considered to be laser-class).

**Specifications**

In the space provided, insert specification, if applicable. Otherwise, state YES or NC  
Please duplicate form for not more than three units to best meet the typical needs of participating agencies.

<b>SPECIFICATIONS: TYPICAL UNIT #5 - LASER FAX</b>		
Model name and number		Available on multi-function units
Year introduced		
Functions	Fax	
	PC fax modem	
	Internet fax	
	Printing	
	PC scanning	
	Platen copier	
Length of factory warranty		
Imaging technology		
Print engine speed		
Fax Features	1 <sup>st</sup> -line modem	
	2 <sup>nd</sup> -line modem	
	Industry std. coding methods	
	Superfine	
	Ultra-fine	
	Grayscales	
	Built-in phone handset	
	Fax/tel switch	
	Department codes	
	TX confirm with 1 <sup>st</sup> page image	
	Standard fax memory	
	Maximum fax memory	
	Broadcasting	
	Batch transmission	
	Relay broadcast hub	
	Confidential receive	
	ITU sub-addressing	
	Dual-access	
	Reception collation	
	Face-down output	
Paper Handling	Standard paper supply	
	Optional paper supply	
	Maximum US paper size	
	Document feeder capacity	
	Fast scan (sub-10 seconds)	
	Max. document/scan widths	
Standard interfaces		

	Optional interfaces	
	Native PC print resolution	
	PC scan resolution	
	Supplies	
	Engine manufacturer	

**Price Sheet - Unit #5**

Please complete one page for each model proposed in the Specifications - Unit #5 table. Duplicate as necessary for additional items offered.

Is Unit on Federal GSA contract? Yes  No  Don't Know

If yes, your TCPN price is \_\_\_\_\_% Lower  Higher  Same

Price unit and all accessories on this chart. Fill this out for each pricing scenario: Lease with months, Monthly Rental, and Purchase price.

	Model Number	Description	GSA Price (If available)	TCPN Price
<b>Base Unit</b>				
<b>Accessory options:</b>				

5. **Typical Unit #6 - Mid-to-High Volume Multifunctional Unit** - A machine that can handle at least two (and sometimes all) of the following functions: copying, printing, fax, and scanning.

**Specifications**

In the space provided, insert specification, if applicable. Otherwise, state YES or NO.

Please duplicate form for not more than three units to best meet the typical needs of participating agencies.

<b>SPECIFICATIONS: TYPICAL UNIT #6 - MULTIFUNCTIONAL UNIT</b>	
Model name and number	Xerox WorkCentre 5687
Cost of adding print function	\$1,325
Approx. complete system price	\$22,520
Engine speed	90 ppm
Copying	Yes
Printing	Yes
Fax	Yes
Scanning	Yes
Copy resolution	600 x 600
Print resolution	600x600 and 1200x1200
Highlight color	No
Scan once/print many	Yes
Scan-while-print	Yes
RIP-while-print	Yes
Touch-screen display	Yes
Zoom	Yes
Fax specs	Yes
Standard paper supply	5,000 sheets
Optional paper supply	2,700 sheets
Bypass	Yes, 100 sheets
Maximum paper size	11 x 17
OK for 100lb index	Yes
Duplex	25-400%
Document feeder	Yes
Output/trays devices	Yes
Manufacturer	Xerox
Manufacturer's rec. max. monthly volume	Up to 400,000
Also sold as	None



**Price Sheet - Unit #6**

Please complete one page for each model proposed in the Specifications - Unit #6 table. Duplicate as necessary for additional items offered.

Is Unit on Federal GSA contract? Yes  No  Don't Know

If yes, your TCPN price is \_\_\_\_\_% Lower  Higher  Same

Price unit and all accessories on this chart. Fill this out for each pricing scenario: Lease with the months, Monthly Rental, and Purchase price.

	Model Number	Description	GSA Price (If available)	TCPN Price
<b>Base Unit</b>	5687PT	Xerox WorkCentre 5687PT with copy/print/scan/fax	\$22,149	\$22,520
<b>Accessory options:</b>		See attached		

### **Xerox response**

The following embedded files contain the Xerox pricing. “All consumables” does not include paper and application products. These same files are included in hard copy on the following pages.



TCPN Lease with  
Staples



TCPN Lease with  
Staples



TCPN Rental With  
Consumables



TCPN Rental  
Metered Products



TCPN State & Local  
Pricing

## Tab 7: Miscellaneous

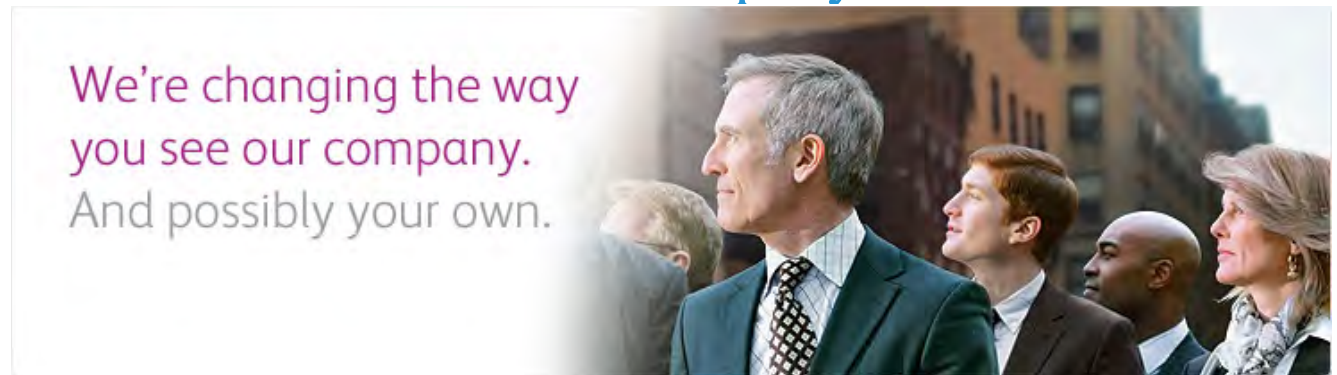
### Additional Services

Bidder will supply information, including pricing, for additional services offered. This may include technical services, managed print services, managed copier services or any other service related to this proposal.

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and **add value** to this contract for TCPN participating agencies. If your firm does document managed services please include this here and how your firm performs this and the rates it charges. Any other type of services or products that are related but not listed in this RFP should be included in this section.

### Xerox Response

## ACS/XEROX a Xerox Company



With our recent acquisition of **Affiliated Computer Services, Inc. (ACS)**, we now have the resources to take on your company's essential business processes.

Chances are, ACS/XEROX already touches your day-to-day life in ways you may not notice, from health plan administration to debit card transactions to package tracking. ACS/Xerox's extensive service offerings helped it become the world's largest diversified business process outsourcing (BPO) firm, and the biggest supplier of managed services to government entities in the U.S.

ACS/XEROX provides BPO and IT outsourcing services for processing:

- More than 1 million credit card applications each year
- Over 1 million phone calls per day in 140 customer care centers
- Around \$3 billion in electronic toll collections annually
- Claims from 36 million Medicaid recipients a year

Like Xerox, ACS built its successful reputation by delivering strategic value, measurable results and operational gains to clients around the world. Together we form the new Xerox — the world's leading enterprise for business process and document management.

In addition to leading-edge document technology, software, services and supplies for production



environments and workplaces of all sizes, we provide essential back-office support in areas that include:

- HR benefits management
- finance and accounting
- customer care
- IT help desk, network, server and desktop support

Our 130,000 employees in 160 countries offer end-to-end solutions for your entire document and business process needs. Through our commitment to innovation and service, we give you the freedom to focus on what matters most: your real business.

### **ACS/XEROX/Xerox ITO Service Offerings**

ACS/XEROX delivers flexible IT services, solutions, and expertise to FORTUNE 1000 companies, as well as government organizations, with information environments of all sizes and requirements. IT outsourcing from ACS/XEROX empowers clients to focus on applying IT strategy to their core business. ACS/XEROX provides the seamless solutions needed to release the power of IT as a strategic business asset.

Clients are at the center of the ACS/XEROX IT delivery and governance model. Our approach to delivering IT solutions is based on intentional teaming and collaboration with our clients through every aspect of our programs. Our goal is to deliver a full set of services wherever and whenever needed. As a FORTUNE 500 company with people and facilities worldwide, ACS/XEROX teams with clients daily to capably and consistently consolidate IT environments, addressing technology challenges and opportunities with the following offerings:

- **Application Solutions**—ACS/XEROX provides application services that match a specific client's business requirements with the most appropriate software solutions. We identify desired deliverables, review available tools, and determine the most appropriate approach to fulfilling business information needs. The packages we apply span the full spectrum, from common off-the-shelf applications to highly customized systems developed specifically for individual clients. Additionally, we have a specialized Application Management Services (AMS) unit within our larger applications group that provides solutions to clients for whom highly configured applications—such as Oracle, SAP, PeopleSoft, JD Edwards, and Lawson enterprise applications, as well as Microsoft Exchange, Sun ONE, Lotus Domino, and Message Control messaging solutions—are most appropriate.
- **Data Center Management and Operations**—ACS/XEROX operates 15 data centers in the United States and 24 facilities internationally. These operations are built around the ITIL ISO/IEC 20000 standard. ISO/IEC 20000 is the recognized global standard for data center operations. ACS/XEROX has an unmatched commitment to the highest order of quality; we were the first company in the United States to receive the BS15000 certification (March 2005) for the Hillsboro, Oregon, Data Center, and were the first in the United States to receive ISO/IEC 20000 across six locations. ACS/XEROX also was the first in the world to achieve ISO/IEC 20000 certification across multiple data centers for both domestic and international locations.

**Security Services**—ACS/XEROX delivers uncompromised safety and security for information assets. Our defense-in-depth strategy for information security delivers the following:

- Policy improvement and development services, aligned with ISO17799 security strategy and best practices ISO 9000 documentation standards
- Threat management services, including risk and compliance services, with support for regulatory compliance and government laws; vulnerability management services, including assessments and remediation plans; and advanced penetration testing
- Network-based and host-based firewall deployment and management, and intrusion detection systems
- Security Operations Center, incorporating 24x7 managed monitoring services

- Virus and spam protection
- User identity and password management solutions
- Robust authentication solutions, using SmartCard and 2-factor methodologies

**Service Desk**—Our Service Desk support includes installation, maintenance, user support, training, and image design, as well as support for the associated infrastructure. We perform systems management, including configuration management, version management (such as software patches and releases), and client standardization. ACS/XEROX' service desk support solution focuses on the following key management elements:

- Desktop image management
- Electronic software distribution of applications—patches—security updates
- Desk side support
- Break/fix
- Install, move, add, change (IMAC)
- Configuration management
- Backup or restore (during IMAC activities)
- Training

**Disaster Recovery**—ACS/XEROX approaches DR as a multidisciplinary function. Our DR programs are led by a services group representing key areas throughout the extended information enterprise. We start by assessing specific enterprise requirements to avoid or minimize downtime in the event of an incident. Understanding these needs, ACS/XEROX can deploy the solution—or solutions—that are most appropriate for a particular client environment, from routine offsite storage of backup data to full-scale duplicate sites that can be hot-switched on a moment's notice.

### **ACS/XEROX Healthcare Experience**

With more than 20 years of experience, ACS/XEROX Healthcare Solutions is the leading provider of consulting services, analytic solutions, revenue cycle management, and transformational outsourcing services and solutions to the healthcare industry. We offer a full suite of healthcare solutions perfected and proven to consistently achieve clinical transformation and financial improvement.

We serve more than 4,000 clients in all 50 states and throughout the world. Our highly qualified staff of nearly 2,000 dedicated healthcare employees is skilled in all aspects of healthcare delivery, is experienced in virtually all applications, and understands the industry's regulatory, financial, and administrative environment. Many of our professionals have served as CEOs, COOs, CFOs, and CIOs, as well as clinical practitioners and directors.

ACS/XEROX serves private, non-profit, and public entities, providing healthcare or reimbursement of healthcare expenses, including state Medicaid and related health program agencies, and managed-care organizations. We deliver healthcare services and benefits to the disadvantaged and vulnerable populations, including children, the elderly, and the poor. We provide specialized solutions for children's health insurance programs, prescription drug benefits management, decision support systems, program management and policy consulting. We also deliver full IT outsourcing services to leading hospitals and health systems, process enrollments and claims for payers, as well as install and support a full suite of clinical solutions.

ACS/XEROX has the following healthcare experience:

- IACS/XEROX supports 37 states and the District of Columbia with government healthcare services
- ACS/XEROX processes nearly half of all Medicaid claims nationwide totaling more than \$47 billion in annual payments
- We provide services for eight of the top 20 BlueCross BlueShield companies



ACS/XEROX processes more than 36 million forms annually for a leading healthcare provider, increasing claims processed-to-completion in one cycle from 30 percent to 70 percent

- Alliances with all major suppliers, including HP, IBM, HDS, Lawson, Siemens Medical Systems, Motion Computing, and ICA/Vanderbilt
- Nation's leading provider of risk pool, TPA, CHIP, Health and Human Services benefit systems
- Nation's leading provider of MMIS, DSS, fraud and abuse, PBM, and integrated care management systems

ACS/XEROX differentiators in healthcare include the following:

- Full suite of Midas+ medical information management tools
- Comprehensive online-Health plan Workflow Solution
- Flexible support alternatives
- Global capabilities
- HIPAA-compliant
- Enhanced online security and confidentiality
- Capital investment conservation

ACS/XEROX' comprehensive, high-value solutions enable clients to maximize and build on their existing IT investments and leverage digital technology to achieve improvement in clinical outcomes and patient safety; redesign of their enterprise systems for greater efficiency; compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other federal and industry requirements; enhancement of online security and confidentiality; and conservation of capital investments.

Our highly qualified consultants know every aspect of healthcare delivery, are experienced with virtually all applications, and understand the industry's regulatory, financial, and administrative environment. We invest in active research and publication to keep our clients and staff abreast of healthcare economics, regulation, business practices, and information systems trends.

**INFORMATION TECHNOLOGY AGREEMENT****Government Records Services, Inc.****[CUSTOMER]**

This is an agreement for information technology services ("Agreement") by and between **Government Records Services, Inc. ("ACS")**, a Delaware corporation, and **[CUSTOMER]** ("Client"). ACS and Client (each individually a "party" and collectively the "parties") agree as follows:

1. **SERVICES** ACS agrees to perform for Client services ("Services") described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
2. **TERM** This Agreement is effective on **[INSERT DATE]** (the "Effective Date") and shall continue through \_\_\_\_\_, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (the "Term").
3. **PAYMENT** Client agrees to pay ACS for the Services in accordance with the provisions for payment set forth in Schedule A. ACS shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt. The date of payment shall be the date the check is mailed, as evidenced by the postmark. Client also agrees to pay late charges of one and one half percent (1.5 %) of any balance due to ACS that is outstanding for more than thirty (30) calendar days.
4. **EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A and are subject to any limits set forth in Schedule A. ACS will bear sole responsibility for all other expenses incurred by ACS in connection with the performance of the Services. Expenses will be listed in each invoice. Upon request, ACS will support a request for reimbursement of expenses (other than *per diem* allowances) with receipts or other reasonable documentation.
5. **SALES AND USE TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under to this Agreement. ACS may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt.
6. **PROPRIETARY INFORMATION** ACS acknowledges that, in the course of performing the Services, the ACS may have access to proprietary and confidential information of Client. Therefore, the parties have signed (or will sign contemporaneous with execution of this Agreement) and will be bound throughout the Term of this Agreement by a standard ACS Nondisclosure Agreement, which is attached to and incorporated in this Agreement by reference as Schedule B.
7. **RELATIONSHIP OF THE PARTIES** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. ACS and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the



## INFORMATION TECHNOLOGY AGREEMENT

other party. ACS shall not be restricted from performing services for others and shall not be bound to Client except as provided under this Agreement.

**8. PRODUCT AND SYSTEM OWNERSHIP AND RIGHTS** The Services provided under this Agreement may include technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trade marks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by ACS, ACS employees, or by the authorized agents or subcontractors of ACS as a part of the Services, including derivative works (individually and collectively “ACS Intellectual Property”). The Services shall not be considered a “work for hire” under United States copyright laws or other intellectual property laws, and all rights, title, and interest in ACS Intellectual Property shall vest solely in ACS. Client understands and agrees that all ACS Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of ACS. The provisions of this Section shall survive termination of this Agreement.

**9. OWNERSHIP, USE, AND RETURN OF DATA** All information, records, documents, files, data, and other items relating to the business of Client, whether prepared by Client or ACS or otherwise coming into the possession of ACS in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Any requirement for data conversion shall be included in the Services set forth in Schedule A.

**10. RESPONSIBILITY FOR DATA BACKUP** Prior to ACS providing the Services, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the Services. Throughout the Term, and on a regular basis, Client will be responsible for backing up all software and data that ACS may use to perform the Services in accordance with standard industry back-up procedures, as modified by any instructions for data back-up provided by ACS. Under no circumstances will ACS be responsible for the loss of Client data or software.

**11. PERFORMANCE AND PRODUCT WARRANTIES** ACS warrants that: (a) performance of the Services will not violate any agreement or obligation between ACS and any third party; and that (b) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards. Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; *force majeure* events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party. The provisions of this Section shall survive termination of this Agreement.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED.

**12. NOTICE OF DELIVERY OR PERFORMANCE PROBLEMS** If ACS encounters or anticipates difficulty in performing any of the Services under Schedule A, or meeting any other



## INFORMATION TECHNOLOGY AGREEMENT

performance obligations under this Agreement or in complying with the terms or conditions of this Agreement, or has knowledge that any actual or potential situation or event will or is reasonably likely to cause interference with or delay the timely performance of the Agreement, ACS will notify Client immediately, identifying the problem(s) and the corrective action(s) that will be taken. Client agrees to cooperate with ACS in addressing any difficulties or delays caused in whole or in part by circumstances in control of Client or any third party, including delay in the agreement to specifications for Services or change orders required to meet Client requirements.

**13. TORT AND PROPERTY DAMAGE CLAIMS** Each party shall defend, indemnify, and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any real or tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

**14. INSURANCE** If ACS performs any of the Services on Client premises, ACS agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, ACS will provide evidence of coverage on a standard ACORD form certificate of insurance.

**15. LIMITATIONS OF LIABILITY** NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. ACS SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT.

CLIENT ACKNOWLEDGES THAT ACS HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO ACS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY FIVE PERCENT (25%) OF THE FULL PRICE OF THE SERVICES PERFORMED UNDER THIS AGREEMENT.

**16. TERMINATION FOR BREACH OR DEFAULT BY ACS** If ACS materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client



## INFORMATION TECHNOLOGY AGREEMENT

shall be effective upon delivery of final payment to ACS of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of any ACS-owned materials no later than the effective date of termination and return the any ACS-owned materials to ACS within thirty (30) calendar days after termination.

**17. TERMINATION FOR BREACH OR DEFAULT BY CLIENT** If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, ACS may terminate this Agreement for breach. Termination by ACS shall be effective upon written notice to Client. Client agrees to discontinue use of any ACS-owned materials no later than the effective date of termination and return any ACS-owned materials to ACS within thirty (30) calendar days after termination.

**18. TERMINATION WITH NOTICE** Either party may terminate this Agreement at the end of the Term or any Extended Term by providing ninety (90) calendar days written prior notice to the other party of the non-renewal of the Agreement.

**19. NOTICES TO PARTIES** Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be transmitted by facsimile, hand delivered, or mailed (first class postage prepaid) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee or related information.

To ACS:

To Client:

Government Records Services, Inc.  
8260 Willow Oaks Corporate Dr.  
Fairfax, VA 22031

Attn: GFAS Contracts

Attn:

Telephone: 703-897-8727

Telephone:

Facsimile: 703-8918857

Facsimile:

**20. DISPUTE RESOLUTION** It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A



## INFORMATION TECHNOLOGY AGREEMENT

formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.

- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of ACS and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

**21. HEADINGS** The section HEADINGS used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

**22. NON-SOLICITATION OF EMPLOYEES** Neither party shall, without the prior written consent of the other party, knowingly solicit, recruit, hire, or otherwise employ or retain any employee of the other party who is performing or has performed any of the Services under this Agreement during the Term of this Agreement. This restriction includes former employees of ACS who have performed any of the Services during the term of this Agreement. This restriction shall survive the termination or expiration of this Agreement for a period of one (1) year. The provisions of this Section shall not restrict in any way the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring an employee or former employee of the other party who responds to any public advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

**23. SEVERABILITY** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

**24. ASSIGNMENT AND SUBCONTRACTING** This Agreement shall be binding on the parties and each party's successors and assigns. ACS may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of ACS. Any other attempt to make an assignment without prior written consent of the Client shall be void. ACS may provide for the delivery of all or part of the Services through the use of subcontractors. ACS shall notify Client of work being performed by any subcontractor who performs work on the premises of Client and shall ensure that the same insurance requirements that apply to ACS under this Agreement apply to and are complied with by that subcontractor.

**25. WAIVER OR FOREBEARANCE** Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance,



**INFORMATION TECHNOLOGY AGREEMENT**

irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

**26. INJUNCTIVE RELIEF** The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of ACS; or solicitation of ACS employees or business customers may not be adequate for protection of ACS, and accordingly ACS shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

**27. CUMULATIVE REMEDIES** All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

**28. GOVERNING LAW** This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of [redacted], without reference to the principles of conflict of laws. Lawsuits brought solely for injunctive relief may be brought in any court of competent jurisdiction.

**29. ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work, the Nondisclosure Agreement, and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of ACS and the Client have executed this Agreement.

**Government Records Services, Inc.**

**[Customer]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## SCHEDULE A STATEMENT OF WORK

This Statement of Work is incorporated in the Information Technology Agreement (“Agreement”) by and between Government Records Services, Inc. (“ACS”) and [Customer], (“Client”).

### A. SCOPE OF SERVICES

#### ACS RESPONSIBILITIES

1. ACS shall perform the following Services for Client:

#### CLIENT RESPONSIBILITIES

### B. PAYMENT AND RATES





## SCHEDULE B NONDISCLOSURE AGREEMENT

This mutual nondisclosure agreement ("Agreement") is made by and between **Government Records Services, Inc.**, 8260 Willow Oaks Corporate Dr., Fairfax, VA 22031 ("ACS") and **[Customer]** ("Client").

During the Term of this Agreement, ACS and Client (the "parties") understand and agree that either or both parties may disclose to the other party trade secrets or other information of a confidential and proprietary nature ("Proprietary Information") including, but not limited to, business plans, financial information, marketing and sales information, contractual information, technical data and concepts, and operational information related to:

**INSERT a brief description of the project or a brief description of the information being gathered in the project and any other Proprietary Information that will be discussed or collected. If this NDA is attached to a contract or subcontract, insert a brief description of the work that will be done under the contract or SOW.**

In consideration of the mutual covenants and obligations set forth in this Agreement, the parties agree as follows:

**1. TERM** This Agreement is effective on INSERT DATE ("Effective Date") and shall remain in effect for NUMBER OF (##) DAYS/MONTHS/YEARS ("Term"), unless extended or terminated earlier accordance with the provisions of this Agreement.

**2. CONTINUING OBLIGATIONS** The obligations of the parties under this Agreement shall remain in effect for three (3) years after the termination or expiration of this Agreement unless this Agreement is incorporated in a subsequent contract, subcontract, or other definitive agreement between the parties, in which case the obligations under this Agreement shall extend for three (3) years beyond the term of that subsequent agreement and any extension or amendment of that agreement.

**3. DISCUSSIONS CONFIDENTIAL** In addition to the content of disclosures made under this Agreement, the fact *per se* that the parties are communicating about the Proprietary Information shall be deemed to be Proprietary Information and neither party shall disclose this fact except in accordance with the terms of this Agreement, as modified by any subsequent teaming agreement or subcontract, or by mutual agreement.

**4. IDENTIFICATION OF PROPRIETARY INFORMATION** At the time of disclosure, the disclosing party shall clearly label any written or tangible material that is considered to be Proprietary Information by the disclosing party. Oral information shall not be subject to any nondisclosure obligation under this Agreement unless identified as proprietary or confidential at the time of disclosure, and unless that oral information (or a reasonable description or summary of the contents of the oral information) is reduced to writing within three (3) business days after disclosure. Those individuals identified in Section 18 of this Agreement ("Notices to Parties") shall



## INFORMATION TECHNOLOGY AGREEMENT

be responsible for receipt of the written summary of oral Proprietary Information for their respective party.

**5. OWNERSHIP OF PROPRIETARY INFORMATION** No title, license, intellectual property rights, or any other right of ownership or use shall be granted (expressly, by implication, or by estoppel) to the receiving party under any patent, trademark, copyright, or trade secret owned or controlled by the disclosing party by the disclosure of Proprietary Information.

**6. OBLIGATIONS OF THE RECEIVING PARTY** In addition to the duties imposed by criminal and civil statutes (including applicable state trade secrets laws, federal patent and copyright law, applicable import and export control laws and regulations, and the Economic Espionage Act), the party receiving Proprietary Information shall exercise all reasonable care to preserve and protect the Proprietary Information from any unauthorized use, disclosure, or theft. Proprietary Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement.

For purposes of this Agreement, "reasonable care" shall be at least the same level of care and discretion that is used by the receiving party to protect its own trade secrets or other confidential information. In any event, the receiving party shall be non-negligent in handling the Proprietary Information disclosed by the other party. The receiving party shall restrict access to the Proprietary Information to only those personnel of the receiving party who directly participate in the activities covered by this Agreement. In addition, the receiving party shall take reasonable steps to ensure that access to the Proprietary Information is restricted to those persons who "need to know" the Proprietary Information in order to participate in the discussions or other activities covered by this Agreement.

The receiving party shall notify the disclosing party, in writing, promptly after the receiving party becomes aware of any unauthorized use, disclosure, or theft of the Proprietary Information and shall identify the receiving party's actions to contain and prevent further unauthorized use, disclosure, or theft of the Proprietary Information.

**7. RELIANCE ON PROPRIETARY INFORMATION** Each party understands and agrees that the provision of Proprietary Information by the other party under this Agreement does not include, establish, or otherwise provide any express or implied representation or warranty as to the accuracy or completeness of the disclosing party's Proprietary Information. Each party expressly disclaims any and all liability that may be based on the receipt or use of the Proprietary Information, including any errors or omissions, unless that Proprietary Information becomes subject to representations and warranties set forth in a teaming agreement, contract, subcontract, or other definitive agreement between the parties.

**8. LEGAL PROCESS** If a subpoena or other legal process concerning any Proprietary Information is served upon a receiving party, the receiving party shall notify, in writing, the disclosing party promptly upon receipt of the subpoena or other legal process. The receiving party shall cooperate with any lawful effort by the disclosing party to contest the validity of the subpoena, to seek a protective order, or to pursue other legal process to protect the Proprietary Information. The receiving party shall at all times limit the disclosure of Proprietary Information to that which is required by law or legal process.

**9. PUBLICLY AVAILABLE INFORMATION** The receiving party shall not be liable for use or disclosure of any Proprietary Information if that Proprietary Information was publicly known, was publicly disclosed in a patent or copyright issued to the disclosing party (subject to applicable intellectual or industrial property law rights and limitations), was provided to the government



## INFORMATION TECHNOLOGY AGREEMENT

without restricted rights, was in the public domain as a matter of law, or was available through no breach of this Agreement by the receiving party.

**10. INFORMATION KNOWN TO RECEIVING PARTY** The receiving party shall not be liable for use or disclosure of any Proprietary Information if that Proprietary Information was already legally known to the receiving party prior to receipt from the disclosing party.

**11. INDEPENDENTLY DEVELOPED INFORMATION** The receiving party shall not be liable for the use or disclosure of any Proprietary Information if that Proprietary Information was independently developed by the receiving party without breach of this Agreement.

**12. THIRD PARTY SOURCE** The receiving party shall not be liable for use or disclosure of any Proprietary Information if the Proprietary Information was obtained from a third party, and the third party had an unrestricted right to disclose the Proprietary Information at the time the information was disclosed.

**13. RETURN OR DESTRUCTION OF PROPRIETARY INFORMATION** Upon termination or expiration of this Agreement, or upon request of the disclosing party, the receiving party shall return to the disclosing party all Proprietary Information received during discussions or performance of work under this Agreement. The disclosing party may direct in writing that the receiving party destroy all copies and documentation of all or any part of the Proprietary Information and may require certification of the destruction by the receiving party. If a party makes or prepares notes or other written information while participating in activities under this Agreement, that party shall also give to the disclosing party or destroy all of the notes or other written information that contain or describe the other party's Proprietary Information.

**14. WAIVER** Any delay or failure by either party to insist upon strict performance of any obligation under this Agreement or exercise any right or remedy under this Agreement shall not be a waiver of that party's right to demand strict compliance in the future, irrespective of the length of time for which the delay or failure continues. No term or condition of this Agreement shall be waived and no breach excused unless the waiver or excuse of a breach is in writing and signed by the party claimed to have waived or excused. No consent or waiver to or of any right, remedy, or breach shall constitute a consent to or waiver of any other right, remedy, or breach in the performance of the same obligation or any other obligation under this Agreement.

**15. INDEPENDENT PARTIES** The parties to this Agreement are independent parties and neither shall act as an agent for or representative of the other party for any purpose. Nothing in this Agreement shall grant to either party any right to make commitments of any kind for or on behalf of the other without prior written consent of the other party. This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Neither party shall have any obligation under this Agreement to purchase or otherwise acquire any service or item from the other party.

**16. SEVERABILITY** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of



**INFORMATION TECHNOLOGY AGREEMENT**

terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

**17. HEADINGS** The HEADINGS used in this Agreement are merely for reference, have no independent legal meaning, and impose no obligations or conditions on the parties.

**18. NOTICES TO PARTIES** Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be delivered by hand or mailed (first class postage prepaid) to the person indicated below, unless either party notifies the other party, in writing, of a change in the designated addressee:

To ACS:  
Government Records Services, Inc.  
8260 Willow Oaks Corporate Dr.  
Fairfax, VA 22031  
Attn: GFAS Contracts

To: [CUSTOMER]  
FULL LEGAL NAME OF OTHER PARTY  
ADDRESS  
CITY, STATE, AND ZIP CODE  
Attn: NAME OF CONTACT

**19. INJUNCTION AND OTHER REMEDIES** Each party acknowledges that if the receiving party breaches its nondisclosure obligations under this Agreement, the disclosing party will not have an adequate remedy at law. Therefore, the disclosing party shall be entitled to seek an immediate injunction against an alleged breach or anticipated breach of this Agreement from any court of competent jurisdiction. The right to seek and obtain injunctive relief shall not limit the disclosing party's right to pursue other remedies. All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

**20. GOVERNING LAW AND VENUE** This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of [redacted], without reference to the principles of conflict of laws or [redacted] conflict of laws rules. Legal action solely for injunctive relief may be brought in any court of competent jurisdiction.

**21. ENTIRE AGREEMENT AND ASSIGNMENT** This Agreement shall be binding on the parties and their successors and assigns. Neither party may assign or otherwise transfer this Agreement or any rights, duties, or obligations under this Agreement without the prior written consent of the other party. The contents of this Agreement constitute the entire understanding and agreement between the Parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The provisions of this Agreement shall not be amended except by written agreement signed by both parties.

**IN WITNESS WHEREOF** the authorized representatives of the parties execute this Agreement:

[Customer]

Government Records Services, Inc.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Type/Print)

\_\_\_\_\_  
Name and Title (Type/Print)

# ACS global enterprise IT outsourcing portfolio



Communications • Education • Energy • Financial Services • Government • Healthcare • Insurance • Manufacturing • Retail • Transportation & Travel

#### Application Services

- Management
- Maintenance
- Development and Integration
- Migration
- ERP Solutions
- Custom Solutions

#### Data Center Operations

- Onsite Facility Management
- Mega-Center Consolidation
- Mainframe, Midrange, Server
- Architecture and Design
- Migration
- Utility Computing
- Remote Hosting
- Operations
- Production Control/Scheduling
- Systems Monitoring and Management
- Capacity Planning and Tuning
- Performance Monitoring and Management
- Storage Management

#### Desktop Management

- Deskside Support
- Asset Management
- Break/Fix Management
- Software Distribution
- Image Management
- Messaging
- Server and Network Management
- Procurement
- Installs/Moves/Adds/Changes (IMACs)
- Backup and Restore

#### Service Desk

- Levels 1-3 – From Simple Fixes/Dispatch to Expert
- Incident Management
- Root Cause Analysis
- Problem Resolution
- Customer Survey

#### Network Management

- Network Engineering
- Provisioning
- Network Operations
- Performance Monitoring and Management
- Capacity Planning and Tuning
- Event Management
- Transport (Voice and Data)
- Integrated Tools
- Automation/Support

#### Security Management

All of ACS' services are backed up with the following security measures:

- Business Continuity
- Advanced Disaster Recovery
- Certified Cyber-Forensics Investigation
- Penetration Threat Protection and Management
- Internal Vulnerability Management
- Patch-Remediation Management
- Policy Development and Compliance
- Intrusion Detection Threat Mitigation Technology
- User ID Administration and Management

# A leader in IT outsourcing

More than 18 years of experience serving a diverse client and industry base, including Fortune 50, 500, and 1000 and federal, state, and local government entities

## Client Objectives | ACS Delivers

<b>Cost Savings</b>	Consolidation, Automation, Standardization, Lean Thinking
<b>Key Knowledge Retention</b>	96% Transition Retention Rate, Track Record of Recruiting the Best
<b>Smooth Transition</b>	Center of Excellence, World-Class Risk Management Techniques
<b>Application Management Know-How</b>	Proven Interface Management
<b>Recognized Performance</b>	State-of-the-Art Management Tools and Processes
<b>Trusted Partner</b>	Ethical, Flexible, Focused on Client Success
<b>Proven Governance Model</b>	Robust Management Practice, Strategic Business Units
<b>Experienced Engagement Process</b>	Flexible to Change, Easy to do Business With

### Product Services Facts

**Data Center Consolidation** – ACS has world-class, secure, fully conditioned facilities with more than one million square feet of floor space, networked for virtual support and access to subject-matter expertise.

#### Major IT Locations:

Beaverton, OR	Hillsboro, OR	Bangalore, India
Blythewood, SC	Phoenix, AZ	Dublin, Ireland
Dallas, TX	Pittsburgh, PA	Monterrey, Mexico
Dearborn, MI	Rockville, MD	Amsterdam, NL
Eagan, MN	Tarrytown, NY	

**Mainframe** – Our data centers support more than 55,000 MIPs and more than 100 LPARs on IBM, NCR, and Unisys platforms running z/OS, OS/390, OS/400, AT&T UNIX, and OS2200. Tools include DB2, IDMS, SQL, SAS, Oracle, TSO, CICS, MQ Series, OPSMVS, RACF, NetView, System Automation, Automation Point, Application Server, Host on Demand (WebSphere), IMS, Datacom, FOCUS, Teradata, RSCS, SAS, VM/VSE, ESP/Encore, CA1, Telon, HSC, MXG, OMEGAMON, SPC, Tmon, ACF2, Panvalet, Eztrieve, Xcom, OS390 Webserver, Connect Mailbox, VM/ESA, CMS, VM/SECURE, RTM/ESA, ACF/VTAM, and more.

**Midrange, Enterprise Servers** – 18,000 IBM, HP, Sun, Compaq, DEC, Tandem, and other enterprise servers running Sun Solaris, HP-UX, OS400, Windows (NT, 2K, XP), AIX, Open VMS, Linux, Tandem NSK, and others are supported.

**Distributed Servers** – We also support a similar mix of more than 6,000 distributed/work group servers. Our base tool suite used in managing these environments includes *Systems and Web* – Tivoli, CA Unicenter TNG, Compuware EcoTOOLS for UNIX; *Production Job Automation* – CA AutoSys, Cybermation ESP, CA7; *Database* – CA ManageIT, Quest Spotlight; *Messaging* – Quest Spot Light; *Capacity Planning* – OmniVision; *Problem and Change Management* – Remedy, Peregrine ServiceCenter; *Disaster Recovery Planning* – CPO Tracker, Strohl LDRPS; *Virus Protection* – McAfee, Norton, Trend; *Asset Management* – Argis, Asset Insight; *Backup* – TSM, Veritas, Legato.

**Storage and Tape** – We manage more than 2.9 million tapes and nearly 1,000 TB of online storage from vendors such as EMC, IBM, Amdahl, STK, Sun, Hitachi, and HP/Compaq.

**Network Operations** – ACS manages and supports more than 4,000 LANs and networks to more than 2,500 sites in nearly 100 countries around the world. Our employees are flexible and skilled enough to work with virtually all network operations, self-healing, and proactive event management tools.

#### We also deploy and support a standard, integrated tool set:

- **Hardware examples include** Enterprise-Level Servers, TelAlert Paging System, Network Associates Sniffers, Data Comm Matrix Switches, NetScout RMON Probes, and others.
- **Software examples include** HP OpenView - Network Node Manager and IT/Ops, Seagate/Veritas NerveCenter, Cisco Works, Concord Network Health, Network Associates Sniffer Total Network Visibility Suite, NetScout Manager Plus, and Tivoli.

**Desktop Management** – ACS supports and manages more than 200,000 PCs from Apple, Compaq, Dell, Gateway, HP, IBM, and others, running Windows 98, NT, 2000, Me, and XP, as well as Mac OS X and Linux. We provide support for virtually all shrink-wrap software as well. Our neutral support model can use client-provided facilities/tools/systems such as SMS and Filewave, or ACS integrated solutions, or a beneficial mix of both.

ACS has developed a highly effective global distribution and configuration management tool we call MDE (Managed Desktop Environment). A worldwide deployment for a major manufacturing client resulted in their recording nearly \$20 million savings in just 12 months. Our Provance- or Argis-based asset management tool suite provides automated electronic inventory using Asset Insight, a central database repository for all tools, billing by device, customer entitlements, and Web-based reporting.

**Service Desk** – ACS provides level 1 through 3 support functions through our SCP (Support Center Practices) Certified Service Desks. The solutions and tools deployed include *Call Routing* – Rockwell ACD, BT Featurenet 5000 ACD (UK), Aspect ACD & Software; *Ticket Generation and Tracking/Problem Management* – Remedy, Peregrine ServiceCenter; *Knowledge Base* – KnowledgeBuilder – ServiceSoft, Lotus Notes; *Remote Control of Desktop* – PC/Anywhere, Timbuktu, VNC, SMS; *Software Configuration Push* – SMS, MDE (PC)/Filewave (Macintosh); *Monitoring Management* – HP OpenView, Tivoli, CA Unicenter, Symon, Remedy, Aspect, Command Post; *Metrics Capture and Reporting* – Rockwell Total Recall Reports, Remedy reporting, Developer 2000, Aspect, Outlook, Excel, Word, Web Tools, Seagate Info, Crystal Reports, Excel, Visual Basic, Access; *Other Tools* – Call Coaching database, change management, On-Call tool, iStar portal, and Survey Select.

**Transport** – ACS also provides engineering, provisioning, support, and billing services for data transport and long-distance services.

**Messaging E-mail** – While Microsoft Exchange/Outlook is the predominant e-mail environment supported, we also have expertise with IBM Lotus Notes; combined, we support more than 100 million e-mails per month.

**Application Services** – ACS provides world-class break/fix, application maintenance, and applications enhancement services for many of our clients, supporting a wide variety of implementation languages on all major platforms. We support custom applications and integrations of commercial products, from legacy applications to the most modern Web applications.

**Web** – More than 1,500 Web sites developed/supported using robust and solid tool sets, such as ColdFusion, Perl, ASP, JSP Web application engines, and Oracle RDBMS or Microsoft SQL databases. For security, server-side SSL certificates for network encryption and Web data protection services (Netegrity SiteMinder/MetaFrame SAM) are used.

**ERP** – ACS has a solid base of expertise in supporting all major ERPs: SAP, Oracle, PeopleSoft, and JD Edwards. We assist our clients' implementations and provide a full spectrum of applications maintenance services for these products.

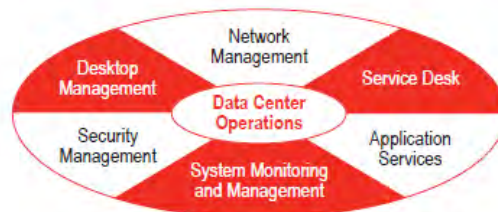
**Custom Applications** – When specialized applications are required, ACS provides world-class design and implementation services to address those needs. Our methodology is rooted in object technology, followed by most successful commercial product developers today. ACS understands Enterprise Architecture Integration and ensures that any necessary custom applications are designed to fit the long-term strategy for your business. Our mature project management approach ensures that milestones are well-defined and met on time. Our global reach ensures that we apply the most cost-effective resources to maximizing your quality. Our business process mindset ensures that we develop an exact understanding of your business needs and deliver precisely the functionality required.

**Information Security** – ACS' information security excellence program features defense-in-depth and uses security event prevention, protection, and forensics; virus and spam protection; network and host intrusion detection; smart card/2-factor authentication implementation; network and host-based firewall deployment and management; and integrated, policy-based security process management.

Certifications for our security experts include CISSP (Certified Information Systems Security Professional) by ISC<sup>2</sup> (International Information System Security Certification Consortium), and CBCP (Certified Business Continuity Professional) by the Disaster Recovery Institute International. We have security organizations specializing in Engineering, Business Continuity, Backup and Data Recovery, and Security Audit. Additionally, they provide external source integration with industry and government, trade press, academic research, CERT/CIAC, and other alert sources.

Some of the tools employed are *Firewall* – [Software] ZoneLabs, Checkpoint, [Hardware] Gauntlet, Valt-X's storage firewall, D-Link, Linksys; *Virtual Private Network* – Nortel VPN; *Vulnerability Scanning* – SecurityNews.cc, V-Stalker by V-Stalker, and two excellent open source solutions, nmap and Nessus; *Anti-Virus* – Norton (Symantec), McAfee.

**Technical Advancement** – ACS offers expertise in all aspects and phases of IT – from Enterprise Process and Architecture Blueprint and the planning phase, through systems analysis, design, construction, implementation, and operation. We also have expertise in the application of Lean and Six Sigma principles to facilitate continuous process improvement.



ACS' Global IT Outsourcing Offerings

### ACS Delivers Quality Solutions

Support Center Practice (SCP)  
ISO/IEC 20000  
ISO 9001  
Six Sigma Black Belts  
IT Infrastructure Library (ITIL)  
CMM/CMMI  
SAS 70

#### In the news:

- **THE BLACK BOOK OF OUTSOURCING** names ACS No. 1 Best-Managed Outsourcing Vendor
- **GARTNER** names ACS No. 1 in Top 10 Comprehensive F&A Vendors Worldwide
- **EVEREST RESEARCH** names ACS No. 1 in Top 10 Mid-Market BPO Suppliers
- **BUSINESSWEEK** lists ACS one of the Top 100 Most Innovative Companies
- **HEALTHCARE INFORMATICS'** Top 100 Healthcare IT Companies—Ranked No. 2
- **INFORMATIONWEEK** names ACS No. 6 Most Innovative IT Organization in the IT Industry



Communications • Education • Energy • Financial Services • Government • Healthcare • Insurance • Manufacturing • Retail • Transportation & Travel

#### About ACS

ACS is the leading provider of fully diversified, end-to-end business process outsourcing (BPO) and information technology (IT) solutions to commercial and government clients worldwide. ACS is a FORTUNE 500 company with \$5.4 billion in annual revenue and 58,000 employees supporting client operations in 100 countries. ACS delivers superior BPO and IT services to clients in all major industries, including communications, education, energy, financial services, government, healthcare, insurance, manufacturing, retail, and transportation and travel. ACS can create better business for your organization.



Send us an e-mail at [info@acs-inc.com](mailto:info@acs-inc.com),  
or learn more about ACS on our Web site [www.acs-inc.com](http://www.acs-inc.com).



## FAQ: Frequently Asked Questions

### Xerox Agrees to Acquire Affiliated Computer Services

#### Why did Xerox decide to purchase ACS?

This transaction will combine Xerox's strengths in document technology and services with ACS's expertise in managing and automating work processes, creating the leading global enterprise for comprehensive document and business process management.

Business process outsourcing is estimated to be a \$150 billion market, growing at a rate of 5 percent per year. Combined, we'll pursue a \$500 billion market, and we will instantly be a leader in key segments of this market, with solutions centered around the information needs of business processes, not solely the software applications or IT infrastructure.

By acquiring ACS, Xerox will triple the revenue it generates from services, from \$3.5 billion in 2008 to an estimated \$10 billion in 2010. With a total combined revenue of \$22 billion, the acquisition significantly expands Xerox business through revenue and earnings growth.

#### What are the terms of the acquisition?

Xerox and ACS have signed a definitive agreement for Xerox to acquire ACS in a cash and stock transaction valued at \$63.11 per share or \$6.4 billion as of the closing price of Xerox stock on Sept. 25. ACS shareholders will receive a total of \$18.60 per share in cash plus 4.935 Xerox shares for each ACS share they own. In addition, Xerox will assume ACS's debt of \$2 billion and issue \$300 million of convertible preferred stock to ACS' Class B shareholder.

#### Who is ACS?

The world's largest diversified business process outsourcing (BPO) firm, ACS is a \$6.5 billion company with revenue growth of 6 percent and new business signings of \$1 billion in annual recurring revenue during its fiscal 2009.

ACS's expertise is in managing and automating paper-based work processes and providing BPO services that range from processing over 1 million credit card applications each year to handling more than 1 million phone calls each day in its 140 customer care centers. Through its multi-year contracts that include processing annually \$3 billion in electronic toll collections and claims from 36 million Medicaid recipients, ACS is the largest provider of managed services to government entities in the U.S.

ACS is comprised of five business groups supporting client operations worldwide:

- [Business Process Solutions](#) delivers high-volume transaction processing and customer care solutions.
- [Commercial Solutions](#) provides finance and accounting, human management capital solutions, and education and financial services.
- The [Government Solutions](#) group is one of the largest business process solution providers and IT service providers to the nations' public sector.
- [Information Technology Outsourcing](#) provides IT services and support to commercial clients.
- [Transportation Solutions](#) is the largest provider of transportation services to governments worldwide through fare collection, toll solutions, back-office processing and infrastructure installations.



#### How will ACS operate as part of Xerox?

ACS will be an independently run Xerox organization and will serve as Xerox's core BPO business. It will operate as ACS, a Xerox Company, led by current ACS CEO [Lynn Blodgett](#), who will report to Xerox CEO [Ursula Burns](#).

#### What synergies will result from the Xerox acquisition of ACS?

Revenue growth synergies: Xerox will achieve significant incremental revenue growth by leveraging Xerox's strong global brand and established client relationships to scale ACS's business in Europe, Asia and South America. In addition, Xerox will integrate its intellectual property with ACS's services to create new solutions for end-to-end support of customers' work processes.

Cost reduction synergies: Xerox expects to achieve annualized cost synergies that will increase to the range of \$300 million to \$400 million in the first three years following the close of the transaction. The synergies are primarily based on expense reductions related to public company costs, procurement and using ACS's expertise in back-office operations to handle some of Xerox's internal functions.

#### Why did Xerox choose ACS?

Xerox has built a successful business as the industry's leader for document technology and services. We've been modestly participating in the related business process outsourcing market, which is often dependent on document management, especially automating paper-based work processes. Through our strategic initiatives, it became clear that this is a growth market most aligned with our base business and most critical to our long-term growth opportunities.

ACS has successfully built its \$6.5 billion business by developing BPO offerings that automate document-intensive work processes and seamlessly connect paper and digital data. As the lines blur between core document management and document-intensive BPO, our companies identified an opportunity to combine our strengths and create the leading global enterprise for comprehensive document and business process management.

For Xerox, this transaction helps us significantly expand our business and benefit from stronger revenue and earnings growth.

ACS will be better positioned to scale its business globally by leveraging Xerox's brand strength, global account management, deep sales relationships with governments and large enterprises, and by applying Xerox's intellectual property in document solutions to its BPO offerings.

#### Will Xerox's existing managed print services become part of ACS?

No. Our managed print services are closely tied to our technology offerings and will continue to be a key growth strategy for our core business going forward.

#### Will Xerox start using ACS offerings internally, like IT and call center support?

Both companies have key offerings that complement each other. A transition team will focus on if and how we apply these services to Xerox's existing operations.

#### How will this impact Xerox's alliance partnerships with IBM, CSC and others that compete with ACS?

We intend to continue these relationships. Xerox has a broad managed print services capability that is a natural alignment with the offerings of these partners.

#### When is the transaction expected to close?

The transaction is subject to customary closing conditions including domestic and foreign regulatory approvals as well as the approval of shareholders. It is expected to close in early 2010.

#### About ACS

Headquartered in Dallas, ACS's 74,000 professionals support thousands of multinational corporations and government agencies in over 100 countries from 500 locations. It offers business process outsourcing support in areas that include finance, human resources, information technology, transaction processing, and customer care to clients in markets that span government, communications, manufacturing, retail, financial services, healthcare, education, and transportation.

[www.acs-inc.com](http://www.acs-inc.com)

#### About Xerox

Headquartered in Norwalk, Conn., Xerox Corporation's 54,000 people represent the world's leading [document management](#), technology and [services](#) enterprise, providing the industry's broadest portfolio of color and black-and-white [document processing systems](#) and related [supplies](#), as well as [document management consulting](#) and [outsourcing services](#). [www.xerox.com](http://www.xerox.com)

## Examples of Xerox Sponsored Events

A sample of Past Xerox Sponsorships and Participation in Customer Events in Texas including Conferences, Symposiums, Customer Education/Training, etc.

Xerox Sponsored TCPN Event	Customer	Xerox Presenter/Location	Update/Support Required
American Association of School Administrators	K-12 Administrators	San Antonio	Provided a booth and a luncheon on 2/12/05. Attended workshops.
Houston Competitive Road Show focusing on BLI test reports	Local governments	Houston	Participate in sessions.
Dallas Competitive Road Show focusing on BLI test reports	Local governments	Dallas	Participate in sessions.
Lubbock Competitive Road Show focusing on BLI test reports	Local governments	Lubbock	Participate in sessions.
Texas Association of School Administrators	Texas K-12 Administrators	Austin Marriott	Participate in sessions.
Nigg – Southeast Texas Association of Public Purchasing	Local Governments	Galveston	Participate in sessions. Have Galveston County representative discuss their partnership with Xerox.
TCPN / Regions Customer Events	Local Governments	Various locations	Participate in TCPN / Region 11 customer event.
Texas Association of Govt IT Managers	Local government IT Managers	San Antonio	Participate in event.
Production printing customer event	Local Governments	Dallas	Participated in customer event featuring production printing.
Frisco ISD Education Foundation	Frisco ISD	Frisco	Participate in event
Northwest ISD Education Foundation	Northwest ISD	Fort Worth	Participate in event
Texas County and District Clerks Association Annual Conference	Texas County and District Clerks	South Padre Island	Participate in annual conference and sponsor event.
Tasb/Tasa Annual Conference	K-12	Fort Worth	Participate in sessions.
National Purchasing Institute	Local Governments	Las Vegas	Provide sponsorship of event
TBPC Vendor Advisory Council	TBPC	Austin	Ongoing.
Government Technology Conference	Mainly State Of Texas Agencies	Austin	Participate in sessions

## Xerox and Document Security

**XEROX**<sup>®</sup>

Technology | Document Management | Consulting Services



Information is your organization's greatest asset. Keeping it secure is critical.

**Xerox can help.**

# The threat is real.



You know the value of your confidential data.  
Find out how Xerox can help you protect it.

## Why is security important?

Threats to information security are appearing more and more frequently. Your sensitive information could be compromised in a variety of ways:

- Internal or external sources
- Online or local locations
- Accidental actions or criminal attacks

A breach in the security of your document can result in:

- Unauthorized use
- Harmful disclosure
- Modification or even total loss

In today's office, multifunction devices can print, copy, scan to network destinations, send email attachments, and handle incoming and outgoing fax transmissions. If everyone has access to your multifunction printer, that means just about anyone can launch attacks against the network and network resources ranging from simple (picking up documents left in the output tray) to complex (distributing documents over the network or accessing confidential information).

Xerox is committed to helping you secure your environment and achieve your regulatory compliance objectives through systems, software and services designed to provide a broad range of security that assure the confidentiality, integrity and availability of critical document and network assets.

CSI Survey 2007 respondents lost an average of \$345,000 due to security attacks.

For more information, visit [www.GoCSI.com](http://www.GoCSI.com)



## Think you're safe because you're small?

Think again. Security attacks target companies of all shapes and sizes. You may be a small to medium-sized business without IT staff to dedicate to security, but that does not mean you should compromise security. You need security that is simple and ready to go out of the box. Xerox is there for you with a wide-range of products that incorporate security features and protocol support that keep you safe without requiring major IT investments.

## Where are your vulnerabilities?

Attacks can originate where you least expect them. How do you ensure:

- the **phone line** attached to your MFP cannot be used to access your network?
- your **printer** is not susceptible to viruses disguised as print files?
- the **web server** used to manage your MFPs and printers is not vulnerable to attack?
- **emails** sent from the MFP can be tracked back to the originator?

# Xerox takes a holistic approach.

Security is a way of life with Xerox.

## Secure from beginning to end

The development of all Xerox products is guided by the Xerox Security Development Life Cycle process, which builds security into products during the design phase, ensures security through testing and certification, and updates security through ongoing maintenance. The Xerox security strategy consists of three pillars:

- **Security Features** — specific inherent and value-added security functions
- **Certification** — third-party assurance of the correctness and robustness of the design and implementation
- **Maintenance** — software updates issued on an ongoing basis to keep products immune to newly discovered exploits

## Comprehensive document security

Xerox digital security solutions lock down mission-critical information to make sure it doesn't fall into the wrong hands. Xerox provides comprehensive, systems-based security solutions that allow you to restrict access, track usage, and protect the confidential data that flows through Xerox systems during day-to-day operations. Xerox employs:

- **Advanced Architecture** — protecting each user's data from unauthorized access by other users
- **Authentication and Authorization** — offering multiple options for secure user access
- **Standards** — complying with stringent industry and government-mandated standards and regulations
- **Extended Capabilities** — enhancing security features through integration with Xerox Business Partners

The Xerox security approach is a commitment that all features and functions of the system, not just one or two, are safe and secure. For more information, check out [www.xerox.com/security](http://www.xerox.com/security)



### Dealing with regulatory requirements?

Xerox systems, software and services conform to recognized industry standards and the latest governmental security regulations. For example, Xerox products support the standards set forth in:

- **Payment Card Industry (PCI) Security Standards (2006)**
- **Sarbanes-Oxley**
- **Basel II Framework**
- **The Health Insurance Portability and Accountability Act (HIPAA) (Health)**
- **E-Privacy Directive (2002/58/EC)**

### Certified Secure.



Xerox supports the Common Criteria for IT Security Evaluation (ISO/IEC 15408), an internationally recognized set of standards that define security requirements and establish procedures for evaluating the security of IT systems and software. Common Criteria Certification makes it easier for Xerox customers to meet the high-level security requirements and increasing regulations in the government, military, health care, legal and financial sectors.

Common Criteria sets specific information assurance goals, including: **integrity**, **confidentiality** and **availability** for systems and data; **accountability** at the user-level; and **non-repudiation**.

Xerox has the most Common Criteria Certified MFPs of any vendor, and is the only vendor to receive certification for the entire device rather than a kit or specific feature. A list of Common Criteria Certified Xerox products is available at [www.xerox.com/security](http://www.xerox.com/security)

**Security in the Office**

**Call today.** For more information, call **1-800-ASK-XEROX** or visit us at [www.xerox.com/office](http://www.xerox.com/office)

**Xerox products help secure documents at all points**

<b>Document Security</b>	
Digitally signed documents	Creates signatures using a variety of methods, including S/MIME
Encrypted PDF	128-bit RC4 or 128-bit AES encryption
Password-Protected PDF	Protects scanned files with PIN code access
Secure Fax	Holds faxed documents until PIN code is entered
Secure Print	Hold print jobs at the device until PIN code is entered
Secure Watermark	Watermarks that prevent or obscure attempted copies
<b>Device Security</b>	
Analog Fax and Network Isolation	Separates fax and network connections to thwart phone-line attacks
Audit Log	Tracks print, scan and network fax activities by user, time and date
Device Access Password Protection	Device log-in utilizing network user-name and password
Hide Job and User Name Display	Hides job details when nonauthenticated users view job queue
Secure Access Unified ID System™	Card-based user authentication for device access
Secure Web Page	Enables authorized users access to network features and management settings
<b>Hard Disk Security</b>	
Encrypted Hard Disk	Applies 128-bit AES encryption to data stored on the hard disk
Image Overwrite	Electronically "shreds" data stored on the hard disk
<b>Network Security</b>	
Encrypted Scan to Email	Encrypts Scan to Email transmissions
Firewall	Restricts access via IP filtering, domain filtering and port blocking
IEEE 802.1x support	Ensures devices connected to the network are properly authenticated
IPSec support	Encrypts print jobs sent over the network with IPSec
IPv6 support	Built-in support for networks utilizing the IPv6 standard
SNMP v3.0 support	Enables network-management of Xerox devices via SNMP-compliant applications

*\* Not all features are available on all Xerox products. To find out about the security features of specific Xerox products, please check [www.xerox.com/office](http://www.xerox.com/office). Xerox offers a range of products to support businesses of any size.*



**Need help securing your information?**

Xerox Global Services (XGS) has experienced analysts who can help assess your organization's document security requirements and work with you to make sure they are met. In addition, XGS has customized services available to help you manage the security of your entire document infrastructure.

**Security is not a one-time task.**

To ensure the continued security of your company information, Xerox maintains a website dedicated to security ([www.xerox.com/security](http://www.xerox.com/security)) where security bulletins on new vulnerabilities are posted along with related software updates. Xerox also posts responses to CERT advisories, with relevant information on how the advisories affect your Xerox products. Keep your product security current by visiting this site regularly or sign up to receive automatic updates via RSS.

**Thinking about tomorrow.**

Having secure products today is only part of the battle. Xerox scientists are busy readying the next generation of security technologies to thwart tomorrow's cutting-edge security attacks and keep documents safe as they traverse the paper and digital worlds. DataGlyph™ technology, micro-printing, print mark technology such as Glossmarks™ Correlation Marks, fluorescence and infrared print security and erasable paper are just a few examples of the technologies emerging from Xerox labs around the world.

Copyright © 2007 XEROX CORPORATION. All rights reserved. Contents of this publication may not be reproduced in any form without permission of XEROX CORPORATION. XEROX®, DataGlyph™, Glossmarks™, and Secure Access Unified ID System™ are trademarks of XEROX CORPORATION in the U.S. and/or other countries. The information in this brochure is subject to change without notice. 11/07

## Xerox Services



2008 Global  
Services Directory  
Document outsourcing  
that delivers more.



# Table of Contents

02	Document Advisor Office	18	Finance and Administration Services
03	Document Expertise Across the Enterprise	19	Mortgage Services
04	Industry Experience	20	Product Lifecycle Content Services
10	Create and Produce Better Documents	21	Client Account Lifecycle Services
10	Creative Services	23	Manage Enterprise Content
11	Customer Communication Services	23	DocuShare® ECM Software Platform
12	Document Production and Publishing Services	24	Optimize Your Office Print Environment
13	Mail and Distribution Services	25	Office Services
14	ePrintsourcing	26	Assessments and Case Studies: Office Services
15	Digitize Your Business Processes	28	Thought Leadership
16	Imaging and Document Management Services	30	Index of Service Offerings
17	Litigation Services	32	Xerox Fast Facts

# Welcome to Xerox Global Services



When it comes to document outsourcing and services, we have one goal—deliver highly measurable results for you each and every day.

Sure we can help you cut costs in the short term. More importantly, we can provide long-lasting shifts in your current cost structure.

But cost is just one part of the equation. Working together, we can identify opportunities for true business transformation, create new sources of revenue, sustainability and improve your customer's experience—that's when document outsourcing becomes a competitive advantage.

And it all begins by working with a proven partner.

Welcome to Xerox Global Services.

*Anne M. Mulcahy*  
CEO, Xerox Corporation

# Optimize Documents Across Your Enterprise

**It all begins with the right document strategy.** It takes a unique combination of experience, resources and technology to integrate and optimize your office document technology, high-volume production workflow and business processes. Our consultants and Document Advisors have it and use it to create and deliver a document strategy that's right for you.

## Benefits Delivered

- Improve productivity and cycle times
- Identify new business opportunities
- Significant cost reductions
- Enhance customer experience
- Facilitate regulatory compliance and risk mitigation
- Build customer loyalty

## Document Advisor Office

The costs of having a fragmented, decentralized document strategy are staggering. It's more than simply paying too much to create, manage and produce documents. It's about using communications and information, both digital and paper, to their full potential.

Our services provide a strategic enterprise approach to documents. We can help you manage as much or as little of the process as you desire. It's about reducing cost, increasing productivity and driving higher value business transformation.



We deliver end-to-end document outsourcing and services from creation to delivery.

## Professional Services

Across our services offerings, we provide upfront consulting and assessments in order to design and implement the right strategy for your business. Specialized technology, benchmarking and tools like Lean Six Sigma provide a quantitative approach you'll be able to see and measure.

## Document Outsourcing (On-site/Off-site)

Both on-site and off-site, we deliver a host of document outsourcing and services across the document lifecycle. We have the experience and resources you need to implement locally—and globally. (See index on page 30 for a complete listing.)

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)

## Document Expertise Across the Enterprise

### Data Center

Composition and ongoing production management (pg 12)

### Finance

Digitize F&A documents—payables to receivables (pg 18)

### Human Resources

Digitize and manage HR records (pg 15)

### Information Technology

Strategic infrastructure and asset management (pg 23)

### Legal

Document services for discovery management (pg 17)

### Mailroom

High-efficiency mailroom, fulfillment and warehouse management (pg 13)

### Print/Copy Center

Optimization and management services (pg 12)

### Records and Content Management

Assist in managing in a rapidly changing regulatory and compliance environment (pg 16 and 23)

### Research and Development

Manage content across the product lifecycle (pg 20)

### Sales and Marketing

Creative services, brand management, production through fulfillment (pg 10–14)



# Industry Experience

**You've been asked to move faster and more efficiently than ever before.** Working with partners that understand your industry and your challenges allows you to do both with greater efficiency. You can rely on our industry experience and resources to deliver a more effective solution while taking out time and cost. It's the confidence in knowing that your document outsourcing service provider has the industry knowledge and resources to get the job done.

05 Financial Services

06 Healthcare

07 High Tech and  
Communications

08 Manufacturing

08 Energy

09 Public Sector

09 Retail and  
Consumer Products

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)



## Financial Services

### (Banking, Mortgage, Insurance)

Financial services companies continue to be taxed with reducing costs while growing revenue—all in a day when creating real brand and product differentiation is increasingly more difficult. Add to that a highly complex security and regulatory environment, and the need for highly efficient and controlled document processes.

### Industry Capabilities:

*Creative Services*—Creative services to help you create high impact documents (forms and financial statements).

*Communication Engineering*—Services to help you design high impact marketing communications, such as statements, premiums and policies.

*Financial Services Document Portal*—Control brand consistency and mission critical content across the enterprise.

*Office Document Technology*—We currently serve 7 out of the top 10 global financial services companies. Services like ePrintsourcing provide a holistic approach to all your print requirements—from digital to offset. From procurement to deployment, we manage devices for both our own technology and non-Xerox technologies.

*High Volume Production Workflow*—We provide both professional and outsourced services to financial institutions around the world. One-to-one digital printing, with a commitment to assist you in meeting your compliance and regulatory requirements is at the heart of this capability.

*Mortgage Services*—We are a leading provider of document mortgage services delivered via the BlitzDocs® technology platform. (See page 19 for details.)

## Case Study

### Global Financial Services Company

One of the top 5 global financial services companies in the world improves customer service while reducing costs and increasing productivity.

### Client Challenges

- Needed to reduce costs and increase efficiency for all document management processes
- Wanted to reduce cost of processing checks and deposits, which had significantly increased
- Needed to differentiate in a highly competitive banking environment
- Required global standards and consistency

### Our Solution

- Provide enterprise printing (office and high volume) across their network in multiple countries
- Create personalized presentations and pitch books for the investment banking division globally

### Measurable Results

- Office print and copy cost reductions of up to 29%
- 30% cost reduction for the processing of checks and deposits
- Consistent service delivery across four continents

## Case Study

### Leading Pharmacy Benefits Company

Pharmacy benefits company streamlines core processes and uses Smarter Document Management™ to enhance the customer experience and accelerate time-to-market.

#### Client Challenges

- Managed millions of communications—both internal and external
- Desired an enterprise-wide document management partner
- Inefficient core operations led to inaccuracies and speed to market
- Delivered inconsistent overall customer experience

#### Our Solution

- Re-engineered prescription processing workflow
- Leveraged multifunction devices as a digital on-ramp for core business processes
- Provided Document Advisors to develop and deliver enterprise approach to document management
- Delivered high volume production services from print to mail and fulfillment
- Optimized enterprise print spending for offset and digital printing

#### Measurable Results

- Transformed and automated the document lifecycle
- Eliminated/reduced manual-intensive processes
- Delivered productivity improvements and cost reduction
- Improved customer experience



## Healthcare

The healthcare industry is unique because your performance as a healthcare provider, health insurer or life sciences company is influenced by the economic environment along with population shifts, government policy regulations and patient/member preferences. We help healthcare organizations deliver better care, while meeting pressing economic realities.

#### Industry Capabilities:

- *Document Processing Services*— Turn paper-driven healthcare processes into efficient, digital workflows. Facilitate mitigation of compliance and privacy risk.
- *Office Document Technology*— We can manage third party devices, along with our own, across your network with an understanding of both cost and industry issues.
- *High Volume Production Workflow*—We make health-related communications easier by optimizing your printing and fulfillment capabilities.

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)



## High Tech and Communications

High tech and communications companies today face a unique set of challenges. Global markets, diminishing margins and mergers and acquisitions are now the norm. Our services are intended to help your global workforce deliver enterprise business process improvement and cost reduction. We help rationalize your print infrastructure and drive business transformation.

### Industry Capabilities:

- *Office Document Technology*— We manage your print environment to reduce costs, improve service delivery and provide a digital on-ramp to core business processes such as contracts, employee records and other back office processes.
- *High Volume Production Workflow*— We drive out cost, rationalize technology and deliver personalized communications, marketing materials, training and sales tools that enable channel productivity and improved client communications.
- *Product Lifecycle Content Services*— From authoring and content creation, translation, localization, learning services to publishing, we help high tech companies manage documents across the document lifecycle.

## Case Study

### Major Canadian Telecom Company

Telecom company increases customer retention and cuts costs with more effective and efficient customer communication solution.

### Client Challenges

- Erosion of valued customer base due to non-traditional providers and increased competition
- Increased Call Center volume up 30% due to unclear bills and statements
- Escalated statement production costs
- CRM underutilized investments and untapped capabilities for digital printing

### Our Solution

- Provided a Document Advisor to specify and manage optimal document solutions
- Redesigned bundled services statements with targeted marketing messages and promotions
- Delivered on-site print and mail services

### Measurable Results

- Decline in billing inquiries to Customer Care Center by 30 %
- New design supports cross-selling
- Production solution optimizes efficiency and provides true 1:1 marketing capabilities
- Outsourcing contract guarantees year-over-year savings



## Case Study

### Global Chemical Company

Global manufacturer transforms the way it provides document services across its entire enterprise. Single-source solution provides smooth migration for users, cost reductions and centralized control.

#### Client Challenges

- Complex multi-vendor environment that utilized expensive desktop devices
- Complex worldwide operations in 54 countries
- Increased security and compliance requirements
- Decentralized asset tracking and management

#### Our Solution

- Single-source provider for document services—office and high volume print production in 354 locations, spanning 54 countries
- Lean Six Sigma based, jointly developed operational model
- Global Service Level Agreements (SLAs), pricing and implementation

#### Measurable Results

- Over 15% cost reduction with incremental cost improvement opportunities over the life of the contract
- Removed the need for capital investment; enabled latest technology
- Integrated print devices into corporate business processes (records, contracts, AP/AR, external communications)
- Provided a comprehensive change management program for seamless delivery



## Manufacturing

Facilities management, technical publications, engineering drawings, communications and translations—these are the kinds of document-driven, manufacturing processes we have been providing for over a decade. We're the only document outsourcing provider that delivers a true end-to-end solution. From document creation and product lifecycle content management, right through to high volume printing, we optimize costs as we help our clients transform their processes.

#### Industry Capabilities:

- *Technical Publications and Translations*—Document outsourcing and services to perform high-efficiency creative and translation services.
- *Office Document Technology*—We can manage your print environment from the manufacturing floor to the corporate office using remotely hosted technology specifically designed for multi-vendor, global environments.
- *Product Lifecycle Content Services*—We manage content from product creation to end-of-life for leading manufacturing companies around the world.



## Energy

Skyrocketing costs for oil, natural gas and raw material, in combination with increasing demand, are creating a highly complex environment. Add to that worn assets and an aging work force, and successfully operating a facility is becoming increasingly complex.

#### Industry Capabilities:

- *Document Processing Services*—Energy companies rely on us to digitize document processes that track content and enable data flow of your products and services.
- *Enterprise Printing*—From remote locations to your central office, management of output environment can dramatically reduce costs and provide a digital on-ramp to core energy business processes.
- *High Volume Production Workflow*—Producing energy-related documents can be challenging and expensive. Through our digital printing, you improve response rates while reducing print inventories and environmental waste.

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)



## Public Sector

In public sector, the challenge to do more with less has always been present. Whether you operate a school district, local government, university or public library system—today there is even greater pressure to offer more services with less resources. We can help by not only redefining costs—but also helping you transform core document-driven processes. We have a proven track record of public sector delivery experience.

### Industry Capabilities:

*Office Document Technology*—Provide asset management and services to public sector institutions around the world, saving resources that can be reinvested in other technologies and strategic initiatives.

*High Volume Production Workflow*—From total outsourced solutions, to basic services, we have been actively serving the public sector market for over 20 years, providing solutions such as cost-effective course materials on demand, personalized recruitment brochures and digital color on demand services.

*Imaging and Document Management*—We take paper out and build digital efficiency into core public sector business processes such as elementary school student registration, university enrollment, accounts payable and contract management.



## Retail and Consumer Products

### (Includes Hospitality and Travel)

Retail, consumer products, hospitality and travel industries all have one thing in common—winning customer mind share. We can help drive new revenue and customer loyalty while decreasing operational costs.

### Industry Capabilities:

- *Document Processing Services*—Streamline document processes around HR, accounting and contracting to increase productivity and support compliance.
- *Office, Store and Property Output*—Improve efficiency, sustainability and document security with our office service offerings. We manage third party devices as well as our own—both at your headquarters or remote locations.
- *High Volume Production Workflow*—From training materials, signage, reports, store sets (plan-o-grams), marketing brochures, policy manuals to loyalty programs, we have vast retail production print experience. Our Document Advisors partner with you to optimize your total retail print spend.

## Case Study

### Government Agency: Welfare and Pension Office

Large public works agency implements centralized document management and production system with local check-printing capability for greater security, greater cost control and enhanced service.

### Client Challenges

- Inefficient and expensive document logistics operation—decentralized control
- Needed to improve citizen services—accessibility, complaint reduction and improve public perception
- Major security and anti-fraud requirements

### Our Solution

- Total management of the document supply chain and strategic sourcing
- Print production management and operations: consolidated and centralized model utilizing our production technology
- Optimized office print environments (1,200 integrated networked devices)
- Robust data/content management
- Software upgrades and custom programming to meet stringent security and reliability requirements

### Measurable Results

- Customer service benefits—reduced obsolescence, improved accuracy and timelines
- Multi-media presentment of benefits—paper and digital
- Content control for added security and productivity
- Cost reductions—projected at over \$1.5 billion

# Create and Produce Better Documents for High-Impact Communications

**Today, we are surrounded by thousands of messages from multiple communication channels, all competing to be heard.** The need to create high-impact communications that move people to action and drive physical or emotional responses has never been greater. Make your investment in communications go further—from communicating to prospects around the world, to internal communications within your organization.

## Benefits Delivered

**Manage security and control costs**  
From data security and content integrity to eliminating waste and inefficiencies, we deliver a strategic approach to document management.

**Maintain brand consistency**  
Using the latest content/asset management tools and web portals.

**Drive higher response rates**  
Using personalization, color and behavioral science techniques called communication engineering.

**Build customer loyalty**  
Making the most of every customer touch point—the right message to the right person at the right time.

## Creative Services

Take a highly efficient, centralized approach to all your communications processes. With our industry expertise, we can support, complement and supplement your existing department or agency resources with design, authoring and translation services. Both on- and off-site, we create and manage the full scope of creative requirements, from the simple to complex, from signage to brochures. Specialized technology brings central control to multi-site global enterprises looking to better control brand consistency while managing costs.

### Professional Services

- *Opportunity Assessment*— Assess opportunities for reducing costs and improving efficiency; strategy development with full cost-benefit analysis and complete project management.
- *Implementation and Service Design*— Plan the most effective service architecture for your business needs and ensure a smooth transition.

## Document Outsourcing (On-site/Off-site)

- *Creative Consultation and Design*— Strategic and creative concept development, art direction.
- *Campaign/Project Management*— Centralized control of project or campaign, corporate brand management, workflow automation.
- *Graphic Design Services*— Logo design, illustration, digital image manipulation/retouching, desktop publishing, presentation/pitchbook production, digital asset management.
- *Web/Multimedia*— Web authoring for interactive e-Commerce, streaming audio/video and animation.
- *Web-Based Document Portal*— Marketing asset management and distribution system, enabling end users to order or download materials.
- *Translation and Localization*— Development and management of multi-language content across a global footprint. (See page 20, Product Lifecycle Content Services.)

*Offerings, capabilities and deployment may vary by region and country.*

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)



## Customer Communication Services

This comprehensive offering provides a service for managing customer communications across the document lifecycle—from concept through to delivery and archive. This bundled offering combines sophisticated personalization techniques to optimize response rates along with proven content management capabilities delivered through highly secure, web-based portals. From concept development through fulfillment and management, we can help you drive greater communications ROI.

## Professional Services

- *Knowledge Exchange Workshops*—Prioritize opportunities and establish critical benchmarks.
- *Business Impact Analysis*—Quantify your solution with a proven metrics-based approach.
- *Architecture and Blueprint*—Develop a strategic road map based on proven statistical data.
- *Communication Engineering*—Create high-performance documents to drive specific behavior.
- *Production Optimization*—Analyze and improve facility operations and workflow.

## Document Outsourcing (On-site/Off-site)

- *Creative Services*—Design and composition services to prepare, administer and produce communications.
- *Integrated Document Archive and Retrieval*—Creation of indexed electronic documents with automated loading into archive and retrieval systems. (See page 16.)
- *Multichannel Output*—In addition to print, electronic outputs for web presentation, e-mail, SMS, fax, presentation to archive/retrieval systems, etc.
- *Print, Finishing and Fulfillment*—Mono, spot, color and MICR printing of documents and high-integrity finishing and enveloping. (See page 12.)
- *Mail and Distribution Services*—Maximizing mail discounts by optimizing presort and presentation to mail provider. (See page 13.)

# Optimize Your Production, Print and Mail Environments

**For more than 30 years, we have been optimizing high-volume production facilities.** We manage thousands of diverse facilities around the world for leading global companies. We deliver innovative ways to use communication while delivering a better cost structure.

## Benefits Delivered

Manage documents across all your environments:

- Print/copy centers
- High-volume print production centers
- Document composition and data centers
- High volume production workflow/data centers
- Mail and distribution centers

### Optimize operations and assets

Using proven tools and highly specialized Document Advisors.

### Enhance end-user performance

With more capabilities and stringent SLAs.

## Document Production and Publishing Services

You've decided that it is time to take your production capabilities to the next level. With a proven team of global production expertise, we have the skills and on-site and off-site resources to do just that—from design and prepress to printing and distribution.

### Professional Services

- *Knowledge Exchange Workshops*—Prioritize opportunities and establish critical benchmarks.
- *Business Impact Analysis*—Quantify your solution with a proven metrics-based approach.
- *Architecture and Blueprint*—Develop a strategic road map based on proven statistical data.
- *Communication Engineering*—Create high-performance documents based on behavioral science techniques.
- *Production Optimization*—Analyze and improve facility operations and workflow.

## Document Outsourcing (On-site/Off-site)

- *Print/Copy Center Services*—Comprehensive business center services.
- *Transactional Production*—Resources and tools to produce and manage transactional documents. (See page 11, Customer Communication Services.)
- *Just-in-Time Product Documentation*—Workflow creation and process management.
- *Translation and Localization*—Control and management of multi-language content across a global footprint. (See page 20, Product Lifecycle Content Services.)
- *Forms*—Forms creation, standardization and management.
- *Fulfillment*—Inventory management, kitting and distribution.
- *Creative Services*—Design, authoring, translation and maintaining brand consistency from concept to delivery. (See page 10.)
- *Web-Based Document Portal*—Marketing asset management and distribution system, enabling end users to order or download materials.

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)



## Mail and Distribution Services

Your mailroom and distribution operations can represent significant operational savings for your company and add to the performance of your business. We are a leading provider of mail and distribution services around the world. This comprehensive service includes internal, external, traditional, e-mail and shipping optimization.

## Professional Services

- *Knowledge Exchange Workshops*— Prioritize opportunities and establish critical benchmarks.
- *Business Impact Analysis*— Quantify your solution with a proven metrics-based approach.
- *Architecture and Blueprint*— Develop a strategic road map based on proven statistical data.

## Document Outsourcing (On-site/Off-site)

- *Mail and Distribution*— A comprehensive service that maximizes mail discounts by optimizing sorting requirements and packaging to mail providers. Can also include interoffice mail services.
- *Digital Mail*— Scan and digitize incoming mail.
- *E-Mail*— Capture and integrate digital mail.
- *Local and Global Fulfillment*— A consolidated, optimized shipping strategy.
- *Packaging and Distribution*— Comprehensive tools and service for kitting and distribution management.

*Offerings, capabilities and deployment may vary by region and country.*



## ePrintsourcing

Xerox ePrintsourcing services offers a new way to manage print requirements. We identify ways your organization can cut costs and improve productivity, then help design and implement a print management solution tailored for you. The result: a measurable impact on your business, including improved productivity, consistent quality—and sustainable savings year after year.

## Professional Services

- *Opportunity Assessment*—Assess opportunities for reducing costs and improving efficiency, strategy development with full cost-benefit analysis, and complete project management.
- *Implementation and Service Design*—Plan the most effective service architecture for your business needs and ensure a smooth transition through detailed planning, design and implementation phases.

## Document Outsourcing (On-site/Off-site)

ePrintsourcing is a modular service that adapts to your individual business needs. It optimizes your internal processes and resources, and delivers risk-free, guaranteed quality and cost reduction.

- *Better Leveraging of Print Spend*—Managed by fully trained, experienced professionals.
- *Online Print Outsourcing*—Access to carefully selected preferred suppliers.
- *Online Ordering and Job Tracking*—Supported by leading-edge, web-enabled technology.

*Offerings, capabilities and deployment may vary by region and country.*

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)

# Digitize Your Business Processes

**Processes overwhelmed with documents (paper and electronic) and manual intervention cost your business time and money.** We streamline and digitize document-driven processes with the control and security of a proven global document process outsourcer.

## Benefits Delivered

**Superior customer experience**  
Through accelerated processes and immediate information access.

**Added control and security**  
Delivered at your facilities or our Global Document Management Centers.

**Reduced processing costs**  
By digitizing document-driven processes and reengineering manual workflows.

**Improved productivity and efficiency**  
By extracting information within documents, enabling automated workflow and accelerated decision making.

## Document Types:

- Contracts and legal documents
- Purchase orders
- Accounting invoices
- HR records
- Marketing materials
- Training guides and manuals
- User guides and customer support documentation
- Service manuals and bulletins
- Technical publications and engineering drawings





## Case Study

### Leading Car Rental Company

Car rental company transforms the way it handles customer forms and contracts, with a centralized digital repository that provides fast access to vital customer data.

#### Client Challenges

- Managed 14+ million rental contracts per year
- Required rapid access to contracts to respond to insurance inquiries and customer service
- Long-term contract retention legally mandated

#### Our Solution

- Rental agreements printed with embedded DataGlyphs® to index information at time of creation
- Scan 25,000 rental agreements per day
- Provide automated electronic validation and indexing
- Hosted repository with online/near-line storage, via Internet access

#### Measurable Results

- Eliminated inventory of pre-printed forms resulting in reduction of cost of special forms by 66 %
- Reduced retrieval of signed rental agreements from 7–10 business days to 48 hours
- Automated and centralized quality control process steps resulting in decreased processing time and error rates
- Improved customer satisfaction

## Imaging and Document Management Services

You understand the importance of an efficient document process. From image capture and conversion through storage and retrieval, we can help you streamline your workflow for seamless integration into your digital processes and optimal cost-efficiency. Put our proven, world-class managed services capabilities and technology to work in your business processes.

### Professional Services

- *Assessments*—Benchmark assessments based on established metrics and Lean Six Sigma methodologies.
- *Workflow Optimization*—Process reengineering to automate and integrate document-driven processes.

### Document Outsourcing (On-site/Hosted)

- *Document Prep*—Optimal document preparation services to enhance imaging and indexing processes.
- *Imaging*—World-class imaging technology and resources across the workflow process.
- *Indexing*—Monitor and track critical information and content to enable automated business processes.
- *Repository Services*—Effectively store and manage content and records tailored to your enterprise content management requirements.
- *Document Warehousing and Disposal*—Store paper documents until time of disposal.
- *Job Order Tracking*—Throughout the entire process ensure quality control and guaranteed service-level agreements.
- *Document Outsourcing for Specific Business Processes*—
  - Litigation Services
  - Finance and Administration Services
  - Mortgage Services
  - Product Lifecycle Services
  - Client Account Lifecycle Services

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)



## Litigation Services

We provide complete discovery management services to support the most complex, document-driven cases. With reliable service, supported by advanced technology, we utilize a verifiable and defensible process for managing discovery with speed, accuracy and efficiency. Best of all, we can put our experience and resources to work for you, increasing productivity and reducing costs.

## Professional Services

- *Complete Discovery Management Solutions*—On-site and off-site.
- *Web-enabled Document Review Technology*—Scalable and defensible.
- *Consistent, Repeatable Processes*—Maximize discovery efficiencies.

## Document Outsourcing (On-site/Hosted)

- *Data Collection*—Paper and electronic discovery (paper records, e-mail, images, microfilm).
- *Data Preparation*—Subjective/bibliographic coding.
- *Data Conversion/Filter*—Filtering and e-conversion.
- *Content Review*—Hosted repository review tool.
- *Data Production*—Creation and distribution of legal documents (paper/digital), blowback/data load.

*Offerings, capabilities and deployment may vary by region and country.*



## Finance and Administration Services

For many companies, the accounts payable, accounts receivable, travel and expense, logistics and contracting processes are paper-bound, time-consuming processes with a high degree of human intervention. The good news is that automating and outsourcing these processes can yield significant savings and productivity improvements.

## Professional Services

- *Assessments*—Provide industry metrics and solutions for digitizing and automating the AP/AR process.
- *Workflow Optimization*—Process reengineering around digitizing paper and integrating with your ERP systems.

## Document Outsourcing (On-site/Hosted)

- *Imaging to Document Management*—We have one of the largest document processing capabilities in the world, including an extensive offshore capability. Our facilities enable us to image, index, store and dispose of documents.
- *Information Access*—Accurate, up-to-the-minute management of information, enables disputes and exceptions to be handled more easily and decision making to be performed faster and easier.
- *Guaranteed Consistent Service Levels*—With agreed-to key performance indicators, supported compliance requirements, all managed through a single point of contact.

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)

## Mortgage Services

With document imaging and the BlitzDocs® collaborative electronic loan folder™, we help you to shorten the mortgage origination process, underwrite more loans and speed up their sale on the secondary market. You'll also create an enhanced customer experience by streamlining the process and reducing the chance for error.

## Professional Services

- *Assessments*—Our process mapping can identify opportunities for improvement from origination through post-closing and investor delivery.
- *Configuration and Test*—Includes a pilot phase to uncover operational improvements. (Supports MISMO® and SMART Doc® standards.)

## Document Outsourcing

- *Mortgage Document Management*—Online management of the mortgage loan origination process from origination through sale on the secondary market.
- *Imaging and Document Management*—We provide scanning and repository services that serve as a digital on-ramp for all your loan documentation and record keeping.

## The BlitzDocs® Collaboration Suite

BlitzDocs® is one of the leading mortgage collaboration tools in the industry. We provide a network for originators, underwriters and investors, so mortgage providers can efficiently share digital documents. Now stakeholders in your loan process have immediate access to electronic mortgage folders that can easily and efficiently track the progress of the application.

*Offerings, capabilities and deployment may vary by region and country.*





## Product Lifecycle Content Services

This comprehensive, outsourced service manages the digital and paper content across the lifecycle of products. We help manufacturers create, localize and manage in a closed loop: technical publications, training manuals, e-Learning, software, user guides and marketing collateral. Now you can bring products to market faster, reuse and control sensitive content with greater accuracy and consistently execute globally.

## Professional Services

- *Assessments*—Based on established product lifecycle metrics and Lean Six Sigma methodologies.
- *Workflow Optimization*—Process reengineering to manage content from product creation through end-of-life maintenance.

## Document Outsourcing (On-site/Hosted)

- *Content Creation*—Cost-effective design, authoring and development of technical information, training/ e-Learning and customer support materials for products.
- *Translation and Localization*—Control and management of multi-language content across a global footprint.
- *Content Management and Workflow*—Global XML-based platform supporting authoring, management of source and localized content, and end-to-end documentation workflow support.
- *Content Storage*—Management of product content.
- *Learning*—Modular training and e-Learning creation and deployment services encompassing all learning styles and deployment requirements across the globe.
- *Publishing and Distribution*—Global production network provides assembly and kitting, mail and fulfillment.

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)

## Client Account Lifecycle Services

Streamline your customer-facing document-driven processes—positively impacting your customers' experience. From accelerating the customer onboarding process, to redefining basic servicing processes, we offer professional and managed services to reduce paper, processing times and errors from start to finish.

## Professional Services

- *Assessments*—Provide industry benchmarks for critical customer-facing processes such as new account setup, account maintenance and loyalty programs.
- *Workflow Optimization*—Process reengineering to manage content from account creation to post-sale follow-up.

## Document Outsourcing (On-site/Hosted)

- *Imaging and Hosted Document Management*—Digitize application forms and inbound correspondence. Storage and retrieval capacity for incremental or core repository.
- *Data Processing*—Data extraction and onward processing.
- *Account Creation and Administration*—Automate and streamline the application process.
- *Customer Services*—Consolidation, distribution and execution of customer service requests.





[www.xerox.com/globalservices](http://www.xerox.com/globalservices)

# Manage Enterprise Content

## DocuShare® ECM Software Platform

The need for cost-effective, adaptable Enterprise Content Management (ECM) is now widely recognized. Businesses of all sizes must organize, maintain and protect their content, business intelligence and processes. Our DocuShare® Enterprise Content Management platform allows you to reduce costs while increasing productivity and facilitating regulatory compliance.

Used by millions of people at thousands of companies around the world, DocuShare® provides a powerful, function-rich technology that works in conjunction with your existing applications and content management systems. It's a comprehensive, flexible solution at a fraction of the cost and complexity of the other ECM offerings.

### Professional Services

*Assessments*—We can help you road map a content management strategy for a specific business process or for the entire enterprise.

### Document Outsourcing & Services (On-site/Off-site/Hosted)

*DocuShare®*—A widely-adopted software platform, known for ease of use and deployment, intuitive web-based interfaces, flexibility and value. DocuShare® also integrates seamlessly with our printers, scanners and multifunction devices in addition to a wide range of third party scanning technologies.

*DocuShare® CPX*—This advanced version of DocuShare® software includes incremental features and benefits to help the enterprise streamline workflow and collaboration across business processes and applications.

## Case Study

### Global Energy Corporation

A leading energy provider needed to meet the challenges of rapid growth and dispersed global teams and required a knowledge base of internal information that would support global collaboration and standardization.

### Client Challenges

- Required a system to support employees consistently in more than 20 countries
- Company was growing rapidly through acquisitions and needed to promote teamwork and encourage collaboration between multiple, recently merged companies

### Our Solution

- Deployed DocuShare® CPX with 14,000 user seats for collaboration and distributed knowledge sharing across global regions
- Easily integrated DocuShare® with existing SAP Portal, driving immediate user adoption
- Allowed workers from around the globe to log in to a server hosted and managed in North America (one secure system) with a failover server in the U.K.

### Measurable Results

- Individual teams empowered to publish and manage their own worksites with minimal IT involvement, and to share and collaborate with other groups
- People can quickly find information based on the business unit, project or type of information, enabling greater efficiency and productivity
- Employees have secure 24x7 access to information in all time zones



# Optimize Your Office Print Environment

**Optimizing your office technology across your enterprise represents enormous opportunity.** It's an opportunity to optimize your business processes, making them more digital, more secure with fewer errors. It's also a chance to measurably reduce your carbon footprint by using fewer devices and greener support services. And of course, it's a chance to drive dramatic cost savings right to the bottom line.

## Benefits Delivered

### Right-Sizing the Environment

10% to 30% savings are possible when you employ a holistic view of your documents. Across the enterprise, that can equate to millions of dollars of waste and inefficiency.

### Facilitating Regulatory Compliance and Security

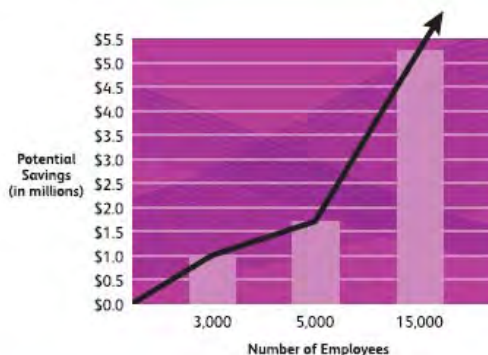
Output devices today can serve as the weak link to security, leaving your operations open to an attack. Our products have NIAP certification, providing greater control.

### Pre-emptive Support

We use pre-emptive support to deliver breakthrough uptime and reliability. It is a combination of advanced design and engineering along with device monitoring that enables systems to predict and prevent downtime.

### Continuous Improvement

We provide not only single event assessments, but long-term road maps that demonstrate how ongoing monitoring, management and analysis can drive incremental value.



How many people work for your company? 3,000? 5,000? More?

We can show you how to save approximately \$250\* for each of your office-based employees.

\*An average figure based on our Office Document Assessment data, encompassing over 90,000 users.

### Business Process Integration

Discover a new platform for business process improvement by expanding the role of the multifunction device as a workflow enabler. Turn your output technologies into a highly effective digital on-ramp.

### Global Capabilities

Today, global enterprises demand global solutions. We have real world experience, deploying large enterprise engagements that demand consistency, resources and the experience to get the job done.

### Change Management

The first six months of any implementation are crucial. We have a proven, orchestrated means in which we on-board our clients for optimal success. It's what many others forget, and it can often determine the difference between success and failure.

### Sustainability

The amount we consume in power, technology and consumables for document creation is staggering. We offer services based on fewer devices and more efficient means in which to reduce your carbon footprint.

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)



## Office Services

Office Services is our core outsourced service providing you increased control and efficiency across all your output technologies. With millions of printers, faxes and multifunction devices under management around the world, we employ a proven process based on years of real world experience. That experience starts with the development of a document strategy and a change management plan that uniquely positions your company to achieve your objectives.

### Professional Services

- *Assessments*—Industry-leading assessments based on proven, global deployments and benchmarking. Metrics-driven Lean Six Sigma approach.
- *Workflow Optimization*—Process reengineering to automate and integrate document-driven processes.

## Document Outsourcing (On-site/Off-site)

*Multi-Vendor Asset Management*—We make informed recommendations on the appropriate lifecycle of these assets to meet your organizational goals.

- Provide a single point of management for all brands of office print equipment and consumables.
- Use a combination of technology, buying power and experience to control and consolidate the procurement and distribution of supplies for all brands of office printing devices.
- We manage the existing supplier performance to meet service level agreements.

*Help Desk Services*—Our centers around the world support all the devices in your office print environment, wherever they are located.

- Customer-focused and highly trained, our help desk professionals have multi-vendor product, technical and troubleshooting skills and can identify the root causes of problems quickly.
- Our support centers handle thousands of calls each day, and can dovetail with your own IT help desk and user-support processes.
- We deliver pre-emptive support that ensures high availability as the norm and fast-acting troubleshooting when required.

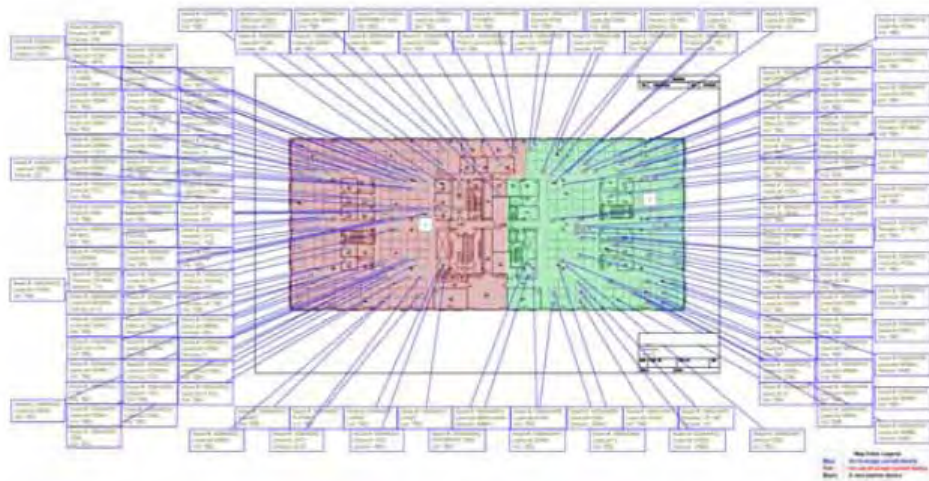
*End-User Services*—Our service professionals are organizational change specialists.

- Our service portal hosts a wealth of useful information easily accessed through an intuitive, powerful web interface.
- We make sure your end users have access to simple tips and frequently asked questions so they can help themselves.

# Assessments and Case Studies: Office Services

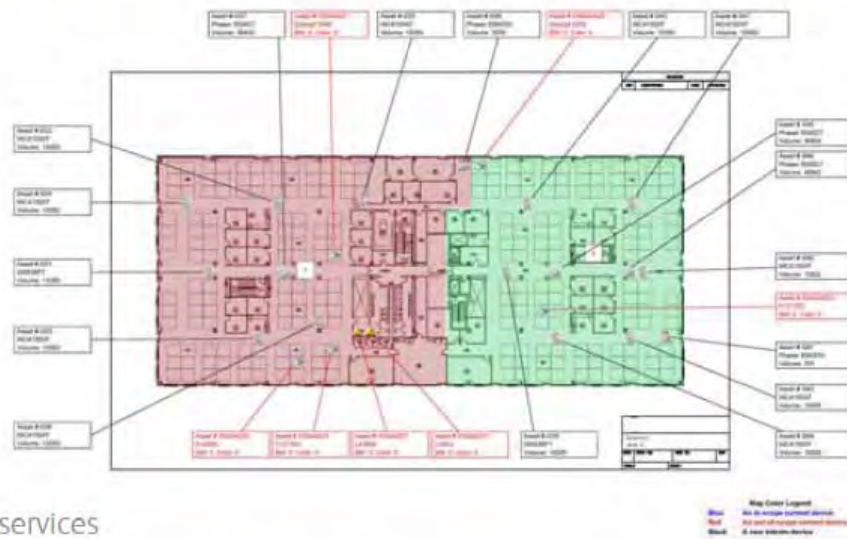
**Millions in potential savings.** Our experience conducting document assessments in the office shows that cost savings can be significant. We analyze the actual costs of how you manage document output, assets, infrastructure and workflows across your enterprise; establish your baseline spend; and provide you with a documented strategy for how to achieve cost savings which range from 10 to 30 percent and more.

## Current State



## Desired State

Optimize both cost and performance across the enterprise.



[www.xerox.com/globalservices](http://www.xerox.com/globalservices)

## Case Study

### Global Pharmaceutical Company (Multi-vendor Environment)

Leading pharmaceutical company gains greater control over global office output spending while increasing office worker satisfaction.

#### Client Challenges

- \$15+ million annual spend for office documents
- Decentralized regional document strategy
- Complex multi-vendor operating environment.

#### Our Solution

- Conducted global assessment (36 countries)
- Implemented multi-vendor services solution:
  - New deployments
  - Move-add-change
  - Supplies
  - Break-fix
  - Support and help desk
  - Training
- Flexible global pricing model

#### Measurable Results

- Reduced costs and number of impressions
- 12% cost reduction projected in first 18 months; 20–25% long-term
- Eight key performance metrics (from device utilization to uptime)

## Case Study

### Global IT Provider Greener Office—Sustainability Minded

Global IT provider streamlines their office print-output environment in order to reduce their carbon footprint and overall environmental impact.

#### Client Challenges

- Client has a goal to reduce their overall carbon footprint by 25% by 2010
- Paper consumption at the company had continued to rise due to the increase in digital documents and organic company growth
- Energy consumption for their facilities had been on the rise with few opportunities for material reductions

#### Our Solution

- We provided a high-utilization, high-efficiency office print model based on 18 to 19 users per device
- Maintenance and asset management is provided both on-site and remotely in order to proactively support devices prior to failure, positively impacting both end-user satisfaction and environmental impact
- New environmentally friendly print policies and procedures (duplex printing, usage tracking and added device functionality through scanning) were deployed across the company

#### Measurable Results

- Reducing the number of devices from 324 to 75 represented a 79% reduction in carbon emissions according to the client's best estimates due to the reduced use in paper, consumables and energy consumption
- Cost savings have been measured at over 20% compared to the previous desktop, decentralized model saving the client millions over the life of the contract

# Thought Leadership

“The Xerox Thought Leadership site is a great showcase for customers of the company’s executive talent and its technology innovation. The site demonstrates this in a very topically relevant way.”

– Angèle Boyd  
Group VP/GM of Imaging/Output  
Document Solutions, IDC

## Topics:

- Business Process Outsourcing
- Communication Engineering
- Document Outsourcing
- Document Production
- Future of Documents
- Innovation
- Security
- Sustainability

## Content:

- Articles
- Biographies
- Blogs
- Executive Insights
- Newsletters
- Podcasts
- Videos
- White Papers

[www.xerox.com/thoughtleadership](http://www.xerox.com/thoughtleadership)

## 2008 Thought Leadership Topics



### Business Process Outsourcing

BPO expert Richard Baily explains how you can transform essential business functions into a competitive advantage and grow your business.



### Enterprise of the Future

Gabriele McLaughlin thrives on the possibilities that the future holds—pushing boundaries, challenging the status quo, changing the way we do business today.



### Change Management

Louise Fisher's topic on change management may be the single most important factor in determining if outsourcing will succeed for your business. Explore how the best companies use change management to mitigate deployment risk and assure implementation success.



### Innovation

Our Chief Technology Officer, Sophie Vandebroek, discusses where our innovations can take your business.



### Communication Engineering

Paul Lundy reveals how reengineering documents can help you achieve your customer loyalty goals through personalization and more.



### Security

Former FBI Special Agent Dave Drab talks about enterprise security and how you can protect your intellectual property without disrupting productivity.



### Discover New Ways to Drive Value— Document Production to Distribution

Customer communications are the vital link between you and your client. Bryan Baker urges you to think of innovation in the document production environment as the new value chain.



### Smarter Ways to Green

Long before it was popular, Patricia Calkins has been an advocate for sustainable document processes and smarter ways to green for over ten years. Let's partner to find ways to manage down the environmental impact of documents.



### Document Outsourcing

John Kelly has been pushing the boundaries of outsourcing his entire career. Come explore how today outsourcing is taking on a revolutionary new role for the world's leading companies to drive business transformation.



### The Future of Documents

François Ragnet invites you to see where document management technology is headed—and describes some innovations being applied today.

Learn more:  
[www.xerox.com/thoughtleadership](http://www.xerox.com/thoughtleadership)

# Index of Service Offerings

Xerox Global Services provides a comprehensive portfolio of services that support every phase of the document lifecycle across your enterprise. We can address individual business issues or take a consultative, strategic approach—what we call Enterprise Document Services™.

Service Offerings	Primary Departments	Benefits	Page
<b>Optimize Documents Across Your Enterprise</b>			
Document Advisor Office	<ul style="list-style-type: none"> <li>All Departments Enterprise wide</li> <li>C-Suite/Lines of Business SVP</li> </ul>	<ul style="list-style-type: none"> <li>Improves productivity and cycle times</li> <li>New business opportunities</li> <li>Enhances customer experience</li> <li>Facilitates regulatory compliance and security</li> <li>Optimizes costs</li> </ul>	2
<b>Create and Produce Better Documents</b>		<b>Document Outsourcing and Communication Services</b>	
Creative Services*	<ul style="list-style-type: none"> <li>Marketing</li> <li>Shared Services, Purchasing</li> </ul>	<ul style="list-style-type: none"> <li>Manages content and maintains brand consistency</li> <li>Optimizes costs</li> <li>Improves productivity and cycle times</li> <li>Faster time to market</li> <li>Enhances communications</li> </ul>	10
Customer Communication Services	<ul style="list-style-type: none"> <li>Shared Services, Purchasing</li> <li>Information Management</li> <li>Marketing</li> </ul>	<ul style="list-style-type: none"> <li>Manages content and maintains brand consistency</li> <li>Drives higher response rates</li> <li>Builds customer loyalty</li> <li>Facilitates regulatory compliance and security</li> </ul>	11
Document Production and Publishing Services	<ul style="list-style-type: none"> <li>Finance</li> <li>Shared Services, Purchasing</li> <li>Information Technology (IT)</li> <li>Marketing</li> </ul>	<ul style="list-style-type: none"> <li>Manages documents across all your environments:                             <ul style="list-style-type: none"> <li>Print/copy centers</li> <li>High-volume production centers</li> <li>Document composition</li> <li>Transactional print centers</li> <li>Mail and distribution centers</li> </ul> </li> <li>Optimizes operations and assets</li> <li>Enhances end-user performance</li> </ul>	12
Mail and Distribution Services*	<ul style="list-style-type: none"> <li>Finance</li> <li>Shared Services, Purchasing</li> <li>Information Technology (IT)</li> <li>Marketing</li> </ul>	<ul style="list-style-type: none"> <li>Reduces postage and mailing costs</li> <li>Increases productivity through streamlined operations</li> <li>Tracking, reporting and performance measurements</li> </ul>	13
ePrintsourcing*	<ul style="list-style-type: none"> <li>Finance</li> <li>Shared Services, Purchasing</li> <li>Marketing</li> </ul>	<ul style="list-style-type: none"> <li>Guaranteed quality and service level agreements</li> <li>Guaranteed cost reduction</li> <li>True supplier independence</li> <li>Faster time to market</li> <li>Brand integrity</li> </ul>	14

\* Offerings, capabilities and deployment may vary by region and country.

Service Offerings	Primary Departments	Benefits	Page
<b>Digitize Your Business Processes</b>			<b>Business Process Services</b>
Imaging and Document Management Services	<ul style="list-style-type: none"> <li>Shared Services, Purchasing</li> <li>Legal</li> <li>Human Resources</li> <li>Information Technology (IT)</li> <li>Records and Content Management</li> </ul>	<ul style="list-style-type: none"> <li>Increases productivity and efficiency</li> <li>Reduces processing and operational costs</li> <li>Superior customer service</li> <li>Effectively manages content for greater security</li> <li>Services for all your business documents</li> </ul>	16
Litigation Services*	<ul style="list-style-type: none"> <li>Legal Firms—Senior Executives</li> <li>Office of General Counsel</li> <li>Information Technology (IT)</li> </ul>	<ul style="list-style-type: none"> <li>Increases process and cost-efficiencies</li> <li>Methodologies to ensure data integrity</li> <li>Scalability</li> <li>Best-in-class proprietary technology</li> <li>End-to-end, full-service provider</li> <li>Meets compressed deadlines, 24/7</li> <li>Facilitates security and risk mitigation</li> </ul>	17
Finance and Administration Services	<ul style="list-style-type: none"> <li>Finance</li> <li>Shared Services, Purchasing</li> </ul>	<ul style="list-style-type: none"> <li>Increases productivity and efficiency</li> <li>Reduces payment errors and processing costs</li> <li>Reduces labor costs</li> <li>Increases capture of early payment discounts</li> <li>Supports compliance requirements for greater control and security</li> </ul>	18
Mortgage Services*	<ul style="list-style-type: none"> <li>C-Suite/Lines of Business SVP</li> </ul>	<ul style="list-style-type: none"> <li>Optimizes costs</li> <li>Improves productivity and collaboration</li> <li>Cycle time reduction</li> </ul>	19
Product Lifecycle Content Services	<ul style="list-style-type: none"> <li>Marketing</li> <li>Customer Technical Support</li> <li>Operations</li> <li>Information Technology (IT)</li> <li>Research and Development</li> </ul>	<ul style="list-style-type: none"> <li>Reduces time to market</li> <li>Optimizes costs</li> <li>Simultaneous, multilingual product launch</li> <li>Improves processes, quality and reuse of content</li> <li>Enhances customer experience</li> <li>Supports risk mitigation</li> </ul>	20
Client Account Lifecycle Services	<ul style="list-style-type: none"> <li>Customer Service Operations</li> <li>Information Management</li> <li>Sales and Marketing</li> </ul>	<ul style="list-style-type: none"> <li>Increases productivity and efficiency</li> <li>Reduces operational costs</li> <li>Faster processing of inbound correspondence</li> <li>Superior customer service</li> <li>Improves customer satisfaction and loyalty</li> <li>Facilitates security and risk mitigation</li> </ul>	21
<b>Manage Enterprise Content</b>			
DocuShare® ECM Software Platform	<ul style="list-style-type: none"> <li>All Departments, Enterprise-wide</li> <li>Records Management</li> </ul>	<ul style="list-style-type: none"> <li>Increases business efficiency</li> <li>Enhances customer experience</li> <li>Facilitates security and risk mitigation</li> </ul>	23
<b>Optimize Your Office Print Environment</b>			<b>Office Services</b>
Office Services	<ul style="list-style-type: none"> <li>All Departments, Enterprise-wide</li> <li>C-Suite/Lines of Business SVP</li> </ul>	<ul style="list-style-type: none"> <li>Optimizes costs</li> <li>Facilitates security and risk mitigation</li> <li>Increases business efficiency</li> <li>Enhances end-user satisfaction and productivity</li> </ul>	24

\* Offerings, capabilities and deployment may vary by region and country.



# Xerox Fast Facts

## Service History

- Product and support services since 1961
- Services delivered by 15,000 professionals worldwide, in more than 160 countries
- More than 8,100 active U.S. patents spanning digital imaging, printing systems, materials and services technology

## Awards

- Recipient of The National Medal of Technology; highest honor awarded by the President of the United States recognizing America's leading innovators' contributions to the nation's economic strength and standard of living (June 2007)
- 208 awards earned worldwide in 2006/2007 for innovation, knowledge management, ethics, leadership
- Ranked 7th on overall diversity in the 2007 *DiversityInc* top 50 companies for diversity

## Certifications\*

- ISO/IEC 27001 Certification for Information Security
- ISO 9001 Certification for Quality Management
- SAS 70 Compliant Technology and Processes

## Corporate Citizenship

- Leader in corporate citizenship principles and programs, as well as in sustainable innovation and development
  - Our Manufacturing reduced greenhouse gas emissions by 18 percent, which exceeds the target set for completion in 2012
- Commitment to governance and ethics, customer privacy and satisfaction, employee diversity and development, environmental initiatives, volunteerism and more
- Ranked No. 1 in our industry for "social responsibility" on *Fortune* magazine's 2006 "America's Most Admired Companies"
- Our priorities around sustainable growth extend to nurturing the next generation of diverse leaders as well as taking care of communities

\* May vary by geography and service offering.

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)

For more information, contact us at:

[www.xerox.com/globalservices](http://www.xerox.com/globalservices)

References in this publication to our products and services do not imply that they are currently available in all countries in which we operate. Offerings, capabilities and deployment may vary by region and country.

All information in this publication is subject to change without notice and provided on an "as is" basis without warranty, indemnity or representation of any kind, including the implied warranties of merchantability or fitness for a particular purpose.

Printed on a Xerox iGen3® Digital Production Press.

©2008 Xerox Corporation. Xerox®, BizDocz®, DataGlyph®, DocuShare®, iGen3® and Smarter Document Management™ are trademarks of Xerox Corporation. All rights reserved. 02/08

## A. CONTRACTOR FINGERPRINTING REQUIREMENTS

### Contractor Certification

#### CONTRACTOR'S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

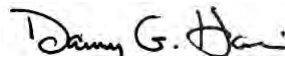
Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

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 FINA, ARS 41-4401 and 23-214 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 TCPN Participating entities in which work is being performed

Signature of Respondent



Date **April 12, 2010**

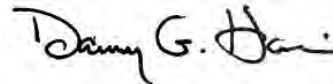
**B. FINGERPRINT & BACKGROUND CHECKS**

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 in accordance with 15-512 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 ARS 41-1750 and Public Law 92-544 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 ARS 15-512 and any other 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

Signature of Respondent

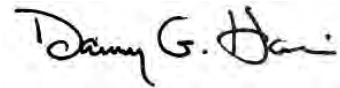


Date **April 12, 2010**

**C. 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 Respondent



Date **April 12, 2010**

**D. CERTIFICATE OF CONTRACTOR**

**PURSUANT TO SECTION 1861 OF THE LABOR CODE**

**I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.**

Dated: **April 12, 2010**

Signature



License No./Expiration Date \_\_\_\_\_ License Classification

E. NON COLLUSION AFFIDAVIT

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH PROPOSAL

(State of TEXAS )

(County of TARRANT )

DANNY G. HARRIS, being first duly sworn, deposes and says that he or she is DANNY G. HARRIS of XEROX CORPORATION the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Respondent or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Danny G. Harris  
Signature of Respondent

4/9/2010  
Date

Diane Hulslander  
Signature of Notary



Notary Stamp

April 9, 2010  
Date

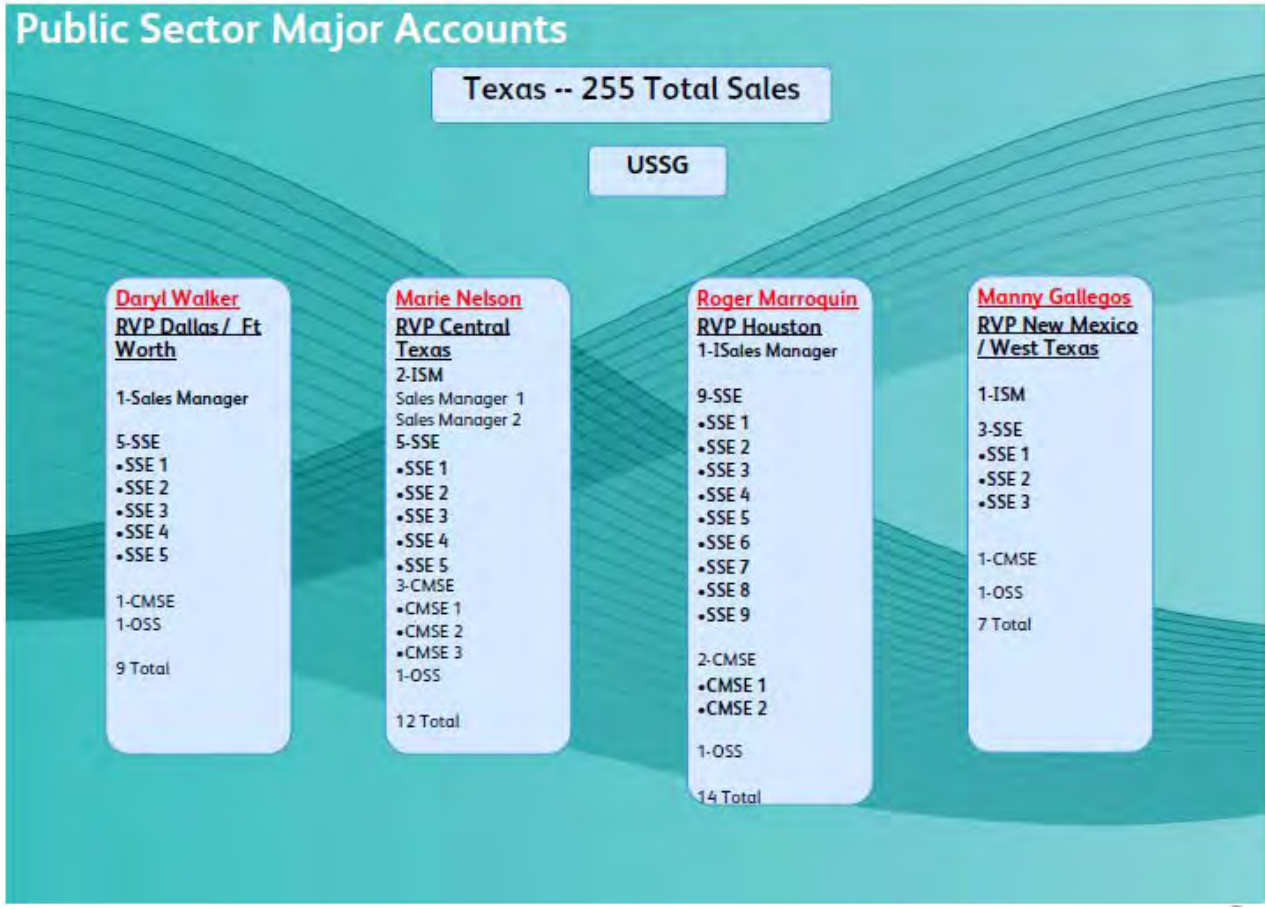




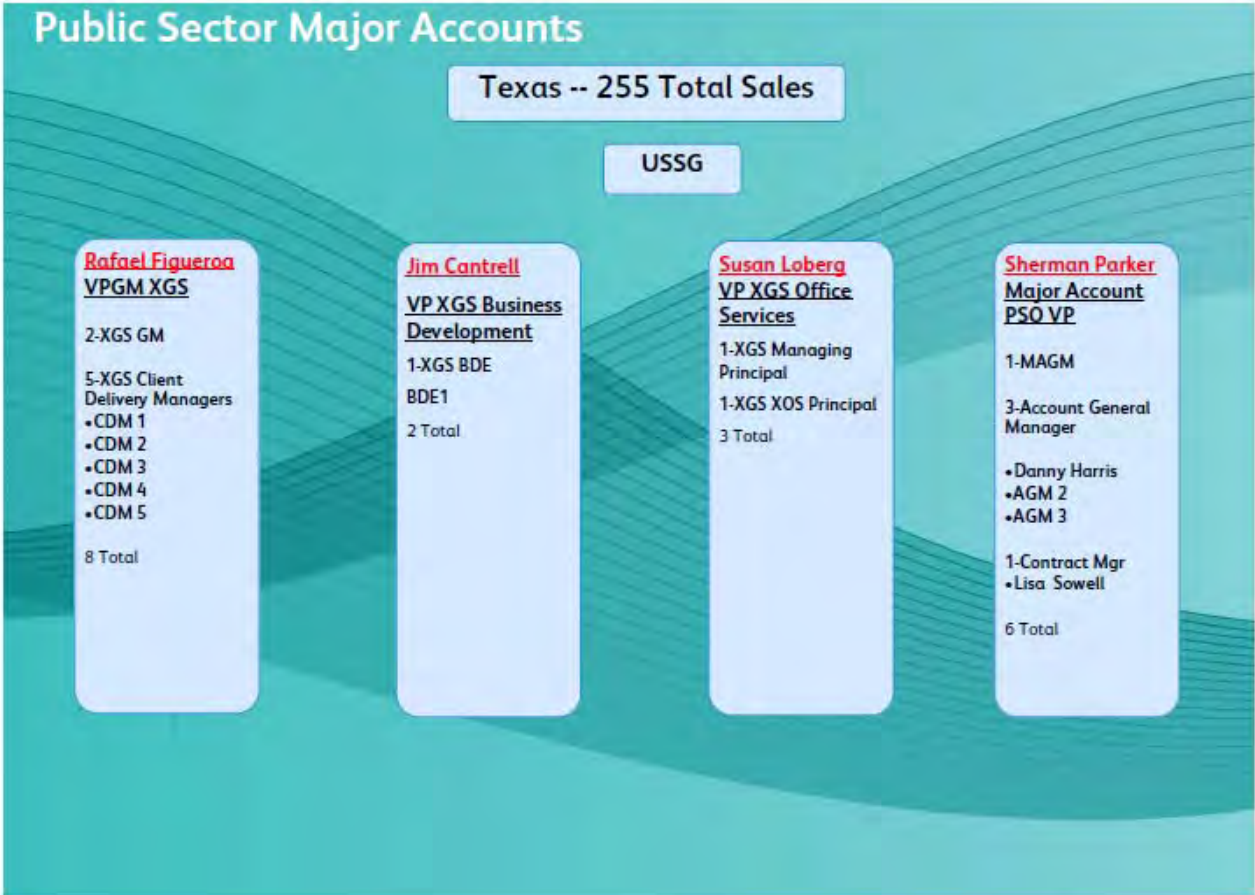
# Xerox Attachments

## Attachment One: Xerox Organizational Charts

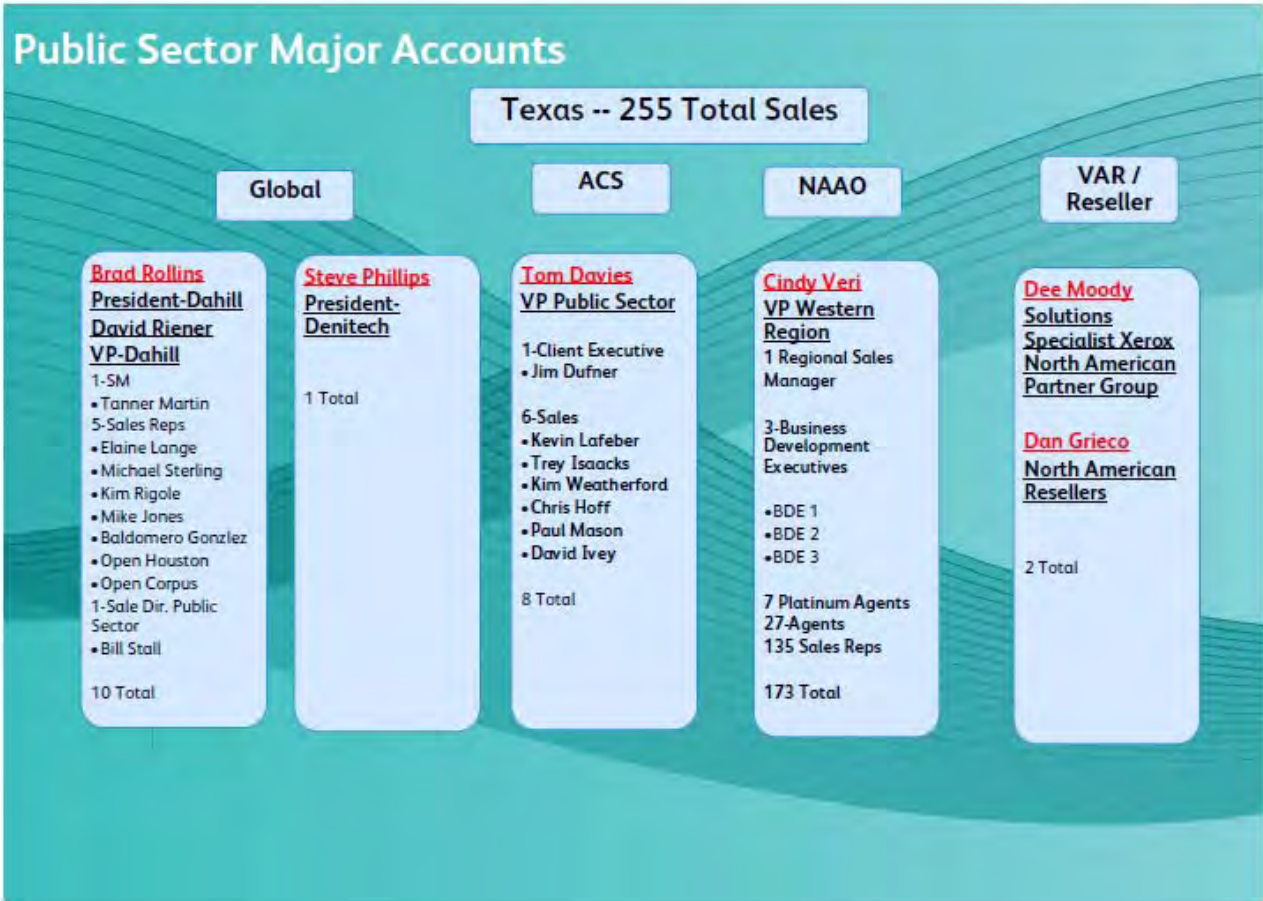
This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.



This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.

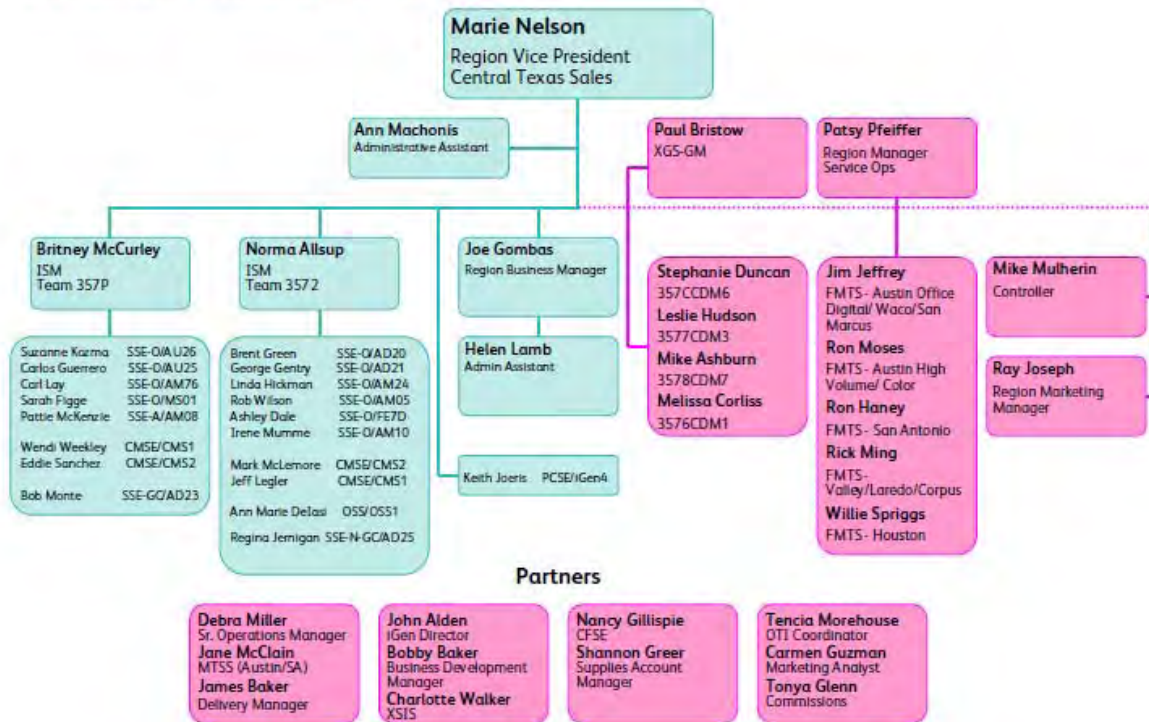


This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.



This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.

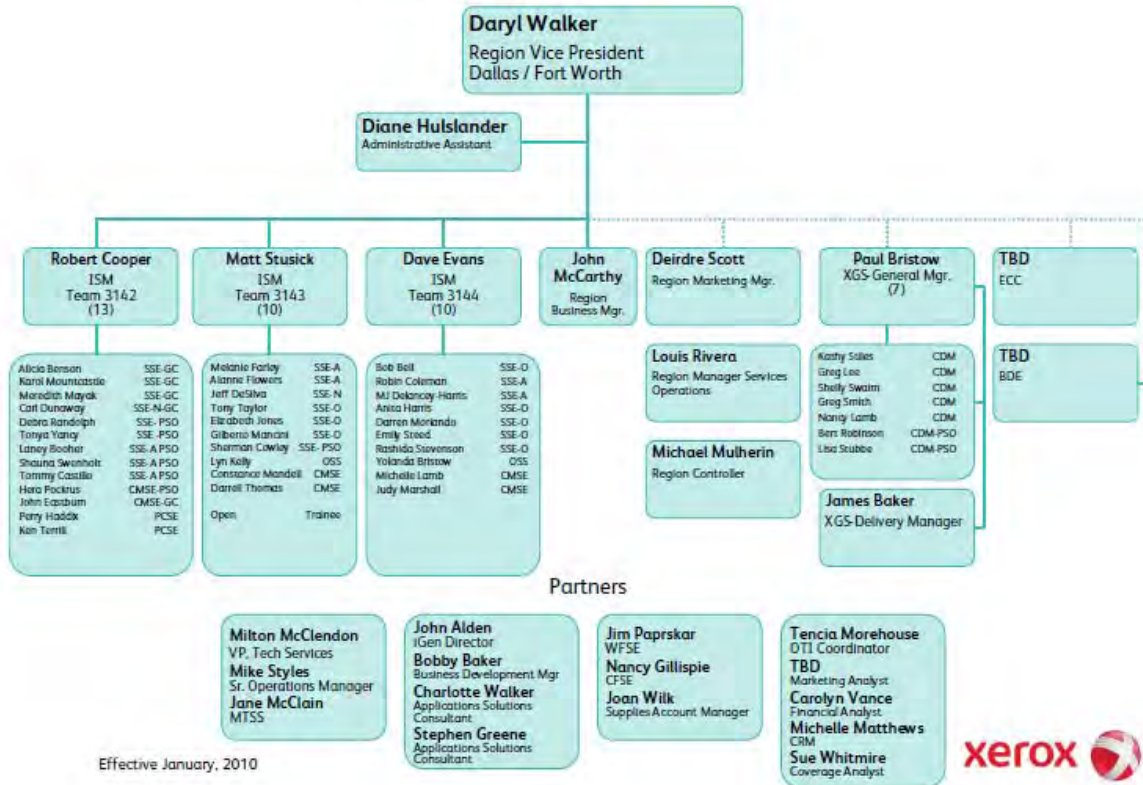
## Central Texas Sales 2010



Effective March 1, 2010

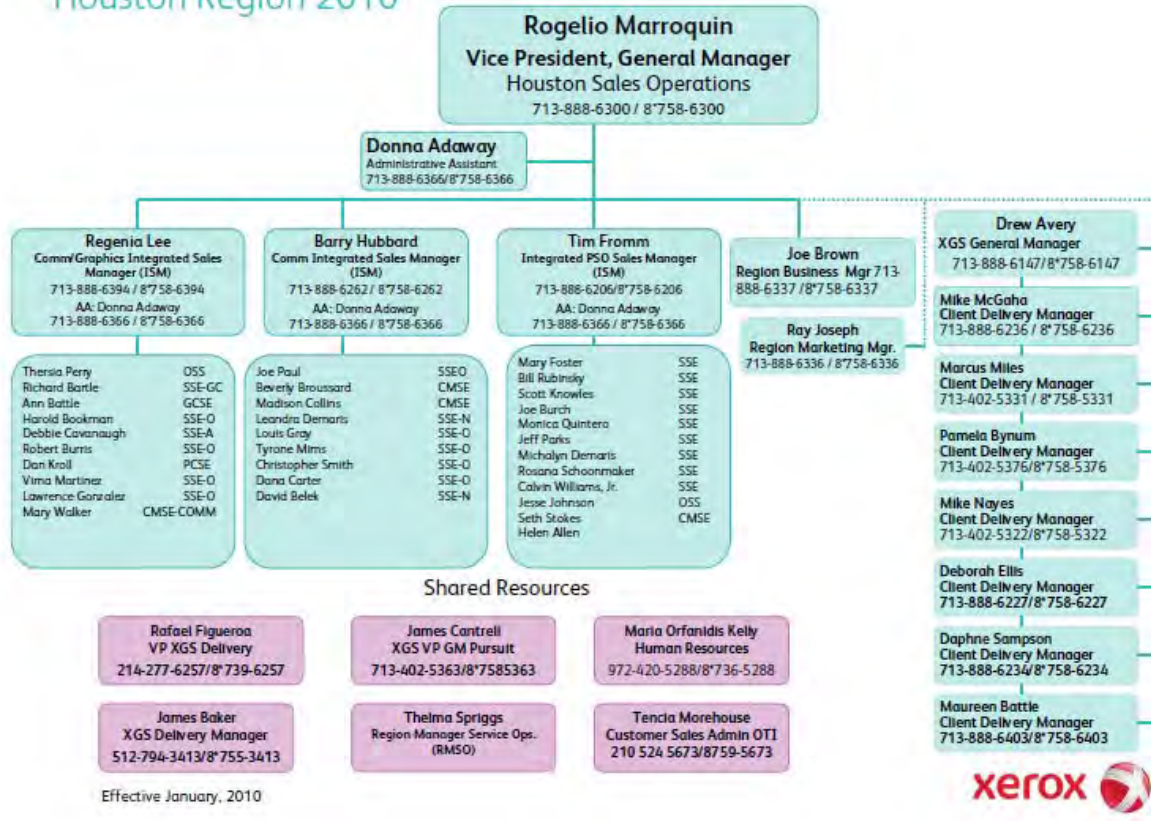
This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.

### Dallas / Fort Worth Region 2010



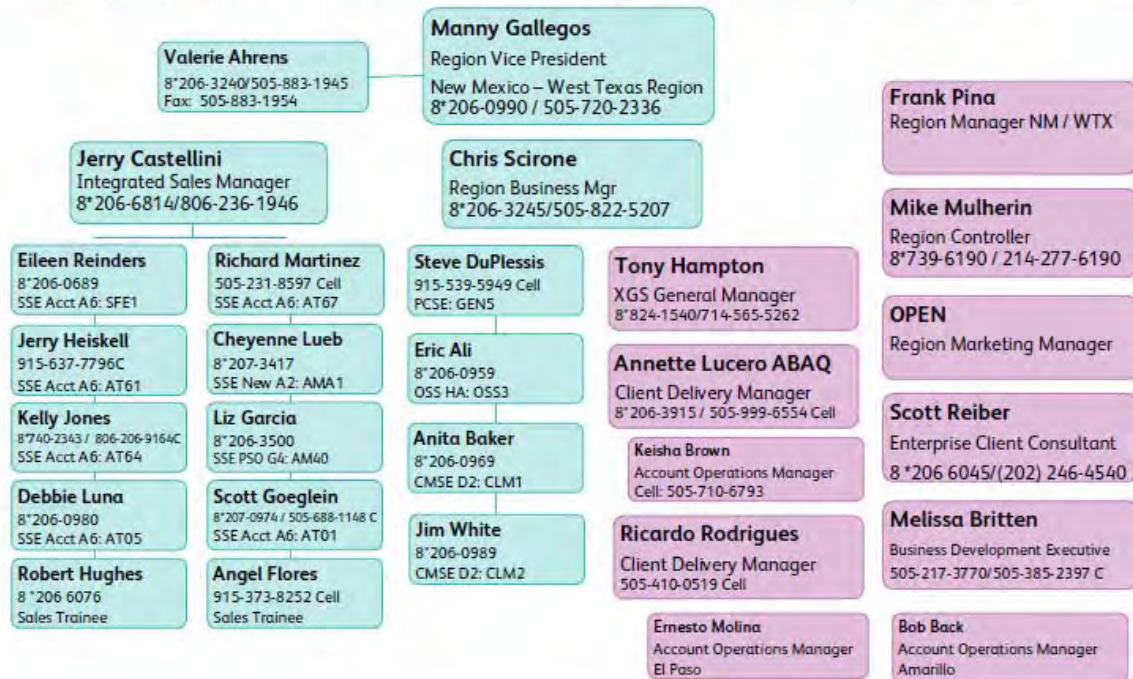
This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.

### Houston Region 2010



This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.

## New Mexico – West Texas Region Sales Operations



This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.

## Public Sector Major Accounts

Oklahoma -- 48 Total Sales

USSG

**Kyle Garner**  
**RVP Arkansas / Oklahoma**

- 1-ISM
- 3-SSE
  - SSE 1
  - SSE 2
  - SSE 3
- 1-CMSE
  - Brad Shirley
- 1-OSS
  - Becky McKnight
- 7 Total

**Rafael Figueroa**  
**VPGM XGS Delivery**

- 1-XGS GM
- 1-XGS Client
- 3 Total

**Jim Cantrell**  
**VP XGS Business Development**

- 1-XGS BDE
- 2 Total

**Susan Loberg**  
**VP XGS Office Services**

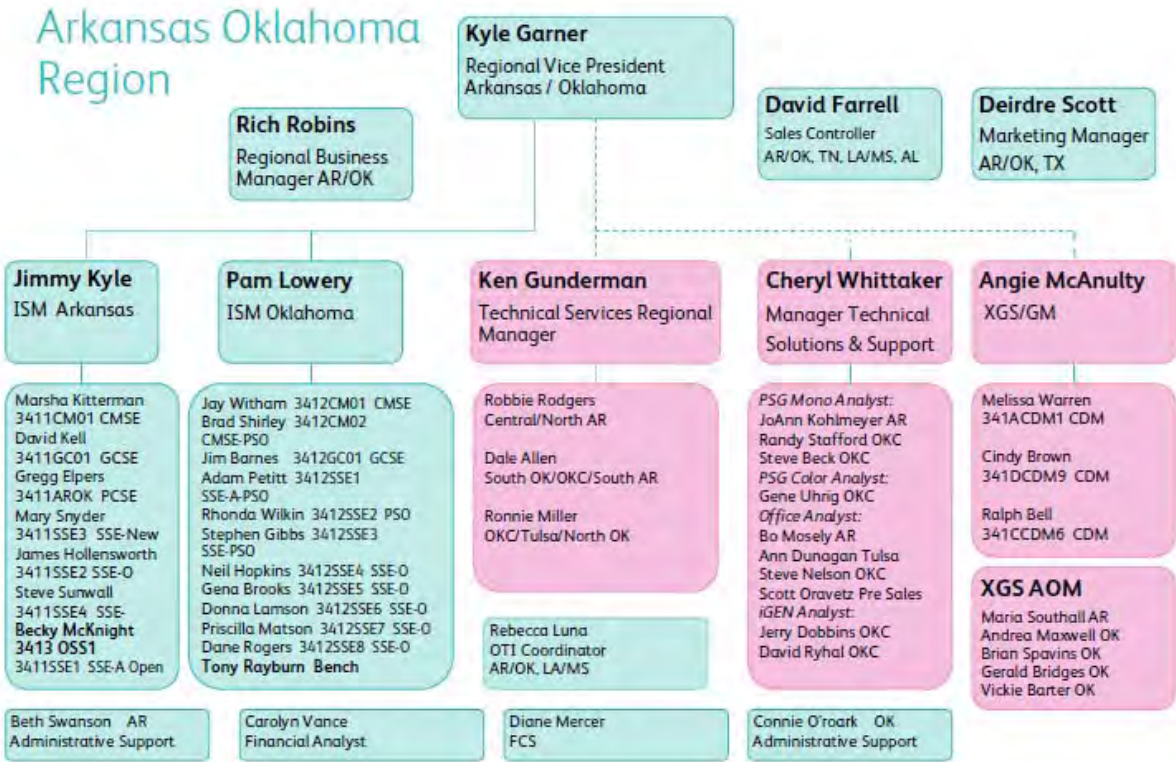
- 1-XGS Managing Principal
- 1-XGS XOS Principal
- 3 Total

**Sherman Parker**  
**Major Account PSO VP**

- 1-MAGM
  - Rachael Jones
- 1-AGM
  - Danny Harris
- 1-Contract Mgr
  - Lisa Sowell
- 4 Total



This information is “Xerox confidential information” and is provided only for the exclusive use of the governmental entity listed in this proposal.



# Attachment Two: Xerox Locations (Nationally)


Xerox and Xerox Agent Locations

						
Agency Name	Address	City	State	Zip Code	Telephone	
OFFICE TECH	3709 SPENARD ROAD SUITE 200	ANCHORAGE	AK	99503	(907) 522-5850	
XEROX CORPORATION	4341 B STREET, SUITE 200	ANCHORAGE	AK	99503	(907) 561-8200	
ALASKA DOCUMENT SYSTEMS, INC.	915 30TH AVENUE, STE 105	FAIRBANKS	AK	99701	(907) 452-7228	
THE COMPETITIVE EDGE OFC SYSTEMS, INC.	1731 RALPH'S WAY, #1	JUNEAU	AK	99801	(907) 790-5596	
BARNETT & ASSOCIATES	1111 N. MAIN ST PO BOX 1	ATMORE	AL	36504	(251) 368-3571	
AMERICAN BUSINESS CENTER II	1904 SUMMIT PLACE	BIRMINGHAM	AL	35243	(205) 356-9461	
CONNOR BUSINESS SOLUTIONS	100 CENTURY PARK SOUTH, SUITE 120	BIRMINGHAM	AL	35228	(205) 822-7749	
XEROX CORPORATION	1(000) URBAN CENTER DRIVE, SUITE 600	BIRMINGHAM	AL	35242	(205) 970-4800	
COLONY OFFICE PRODUCTS	121 EAST WASHINGTON STREET	DEMOPOLIS	AL	36732	(334) 286-4049	
CONNOR BUSINESS SOLUTIONS, INC.	311 SOUTH OATES STREET PO Box 1149 Dothan, AL 36302	DO THAN	AL	36301	(334) 792-0650	
ELITE BUSINESS SYSTEMS	1902 RAINBOW DRIVE	GADSDEN	AL	35901	(256) 547-5511	
HURLEY CREWS SALES AGENT	4300 COALESWAY DRIVE PO BOX 161007	MOBILE	AL	36693	(251) 962-1899	
DIGITECH, INC.	612 DOWNTOWNER BLVD.	MOBILE	AL	36609	(251) 343-4888	
ALABAMA OFFICE SUPPLY	201 S 8TH STREET PO. BOX 467	OPELIKA	AL	36801	(334) 748-3456	
SLONE'S, INC.	P.O. BOX 1001 2702 CITIZENS PARKWAY	SELMA	AL	36701	(334) 874-5293	
KYLE OFFICE SUPPLY CO., INC	1020 21ST AVENUE	TUSCALOOSA	AL	35401	(205) 345-5573	
TOTAL DOCUMENT SOLUTIONS, INC.	2515 NORTH SHILOH DRIVE	FAYETTEVILLE	AR	72704	(479) 675-0770	
DIXIE DIGITAL IMAGING, INC.	1401 COMMERCE COURT	FT. SMITH	AR	72908	(479) 783-6000	
XEROX CORPORATION	10801 EXECUTIVE CENTER DRIVE, SHANNON BLDG., SUITE 100	LITTLE ROCK	AR	72201	(501) 221-8600	
TDS RIVER VALLEY, LLC	2600 E. PARKWAY, SUITE B	RUSSELLVILLE	AR	72802	(479) 969-9400	
XEROGRAPHICS OF NO. ARIZONA, INC.	2222 E. JOHNSON AVENUE	FLAGSTAFF	AZ	86004	(928) 774-5828	
COPIER SOURCE I	2587 KIOWA BLVD NORTH, SUITE 100	LAKE HAVASU CITY	AZ	86403	(928) 980-0770	
EXPRESS DIGITAL SOLUTIONS, LLC	3842 E. THUNDERBIRD RD STE 300	PHOENIX	AZ	85032	(602) 569-9800	
FUTURE BUSINESS SOLUTIONS, INC.	4820 E MCDOWELL RD STE 102	PHOENIX	AZ	85008	(602) 454-1121	
FUTURE BUSINESS SOLUTIONS III	20819 NO. 25TH PLACE #B104	PHOENIX	AZ	85050	(602) 454-1121	
FUTURE BUSINESS SOLUTIONS, INC. II	4820 E MCDOWELL RD STE 102	PHOENIX	AZ	85008	(602) 454-1121	
XEROX CORPORATION	2700 NORTH CENTRAL AVENUE, SUITE 500	PHOENIX	AZ	85004	(602) 264-4971	
COMPREHENSIVE MICROSYSTEMS, INC.	516 FIFTH STREET PO BOX 88	SAFFORD	AZ	85548	(628) 428-7225	
ADOBE XEROGRAPHICS	2370 W. HWY 88A, STE 11 PMB 443	SEDONA	AZ	86336	(239) 298-0437	
ARIZONA IMAGING SOLUTIONS LLC.	999 EAST FRY BLVD, SUITE 213	SIERRA VISTA	AZ	85635	(520) 417-1230	
TUCSON COPY & XEROGRAPHICS	4011 E. BROADWAY BLVD, SUITE 105	TUCSON	AZ	85711	(520) 826-1732	
BUSINESS CONCEPTS	1536 WEST BRANCH ST	ARROYO GRANDE	CA	93420	(805) 474-6700	
INTELLIGENT DOCUMENT SOLUTIONS, INC.	5251 OFFICE PARK DRIVE, SUITE 360	BAKERSFIELD	CA	93309	(661) 321-0010	
BARSTOW OFFICE SUPPLY	613 EAST MAIN STREET	BARSTOW	CA	92311	(760) 256-7511	
SIERRA OFFICE SOLUTIONS, INC.	PO BOX 1562 234 A N. MAIN STREET	BISHOP	CA	93514	(760) 872-1881	
MR. COPY III	17700 CASTLETON STREET, SUITE 155	CITY OF INDUSTRY	CA	91748	(626) 839-2750	
DOCUMENT CONSULTING SERVICES	840 APOLLO STREET, SUITE 220	EL SEGUNDO	CA	90245	(310) 663-1771	
DOCUSTATION	3034 H STREET SUITE C	EUREKA	CA	95501	(707) 443-1598	
FOUR COPIES - FRESNO	516 WEST SHAW AVENUE, STE 200	FRESNO	CA	93704	(559) 456-6722	
XEROX CORPORATION	1300 EAST SHAW AVENUE, SUITE 101	FRESNO	CA	93710	(209) 244-4890	
COPIER HEADQUARTERS II	7320 HOLLISTER AVENUE	GOLETA	CA	93117	(805) 532-9977	
MR. COPY OF ORANGE COUNTY, INC.	15265 ALTON PARKWAY, SUITE 100	IRVINE	CA	92618	(949) 450-4961	
MOTHER LODGE DOCUMENT SOLUTIONS	557 S. HIGHWAY 49, SUITE #4	JACKSON	CA	95642	(209) 223-9300	
Q DOCUMENT SOLUTIONS	444 W. OCEAN BLVD., SUITE 1100	LONG BEACH	CA	90802	(562) 435-2768	
XL BUSINESS SYSTEMS	1801 AVENUE OF THE STARS, #550	LOS ANGELES	CA	90067	(310) 203-5434	
COPY DOCTOR, INC.	5757 WILSHIRE BLVD SUITE 502	LOS ANGELES	CA	90036	(323) 936-5800	
DOCUCOPY, INC.	5757 WILSHIRE BLVD., #460	LOS ANGELES	CA	90036	(323) 930-3984	
XEROX CORPORATION	700 SOUTH FLOWER STREET, SUITE 700	LOS ANGELES	CA	90017	(310) 827-4300	
DLX MERCED LLC	1574 WEST 18TH ST, STE 250	MERCED	CA	95340	(209) 384-8979	
SUCCESS CONCEPTS INTERNATIONAL, INC.	5 HARRIS COURT, BLDG O	MONTEREY	CA	93940	(831) 855-7710	
COPY SOLUTIONS, INC.	1065 CORPORATE CENTER DRIVE, STE 580	MONTEREY PARK	CA	91754	(323) 307-0900	
XEROX CORPORATION	475 14TH STREET, 12TH FLOOR	OAKLAND	CA	94612	(510) 433-3200	
IMAGE SOURCE	77-530 ENFIELD LANE, BLDG 1, 1ST FL	PALM DESERT	CA	92211	(760) 345-6889	
DOCUSTATION II	2711 HENDERSON ROAD #A	REDDING	CA	96002	(530) 226-5237	
PRO OFFICE TECHNOLOGY	4832 DUCKHORN DRIVE	SACRAMENTO	CA	95834	(916) 389-0538	
PRO OFFICE TECHNOLOGY - AUBURN	4832 DUCKHORN DRIVE 13620 LINCOLN WAY, STE 275, AUBURN CA 95603	SACRAMENTO	CA	95834	(530) 889-9515	
XEROX CORPORATION	2485 NATOMAS PARK	SACRAMENTO	CA	95833	(916) 561-2644	

Xerox and Xerox Agent Locations

						
Agency Name	Address	City	State	Zip Code	Telephone	
IMAGE SOURCE	650 EAST HOSPITALITY LANE, STE 500	SAN BERNARDINO	CA	92408	(909)980-4040	
LHPT, INC. DBA JETT XEROGRAPHIX	5657 COPLEY DRIVE 7700 EDGEWATER DRIVE #505, OAKLAND, CA 94621	SAN DIEGO	CA	92111	(858)573-6300	
MR. COPY II	4840 RANCHO DEL MAR TRAIL	SAN DIEGO	CA	92130	(858)573-6300	
MR. COPY	5657 COPLEY DRIVE	SAN DIEGO	CA	92111	(858)573-6300	
XEROX CORPORATION	404 CAMINO DEL RIO SOUTH, 6TH FLOOR	SAN DIEGO	CA	92108	(619) 574-1000	
THE DOCUMENT SOLUTIONS COMPANY	351 CALIFORNIA ST., #810	SAN FRANCISCO	CA	94104	(415)981-9118	
THE DOCUMENT SOLUTIONS COMPANY - SOUTH	351 CALIFORNIA SUITE 800	SAN FRANCISCO	CA	94104	(415)981-9118	
XEROX CORPORATION	201 SPEAR STREET, 13TH FLOOR	SAN FRANCISCO	CA	94105	(415) 227-1700	
XEROX CORPORATION	2666 NORTH FIRST STREET, SUITE 200	SAN JOSE	CA	95134	(408) 953-2700	
COPIER PRODUCTS GROUP	1231 E. DYER ROAD, STE 135	SANTA ANA	CA	92705	(714)841-2700	
XEROX CORPORATION	1851 EAST FIRST STREET, SUITE 300	SANTA ANA	CA	92705	(714) 565-1100	
XEROX CORPORATION	3918 STATE STREET	SANTA BARBARA	CA	93105	(805) 682-2585	
MR. COPY - SAN JOSE	3065 OLCOTT	SANTA CLARA	CA	95054	(408)844-8000	
XEROX CORPORATION	1010 SOUTH PIONEER BLVD., SUITE 200	SANTA FE SPRINGS	CA	90670	(310) 906-6700	
CONVERGING TECHNOLOGIES-SANTA ROSA	1160 NORTH DUTTON AVENUE, SUITE 100	SANTA ROSA	CA	95401	(707)522-6317	
FOUR COPIES	6333 PACIFIC AVENUE STE 511	STOCKTON	CA	95207	(209)463-2211	
IMAGE SOURCE - TEMECULA VALLEY	27349 JEFFERSON #110	TEMECULA	CA	92590	(951)296-2150	
ADVANCED XEROGRAPHICS	307 S. MAIN STREET	UKIAH	CA	95482	(707)462-5339	
DOCUMENT CONSULTING SERVICES II	14546 HAMLIN STREET SUITE 100	VAN NUYS	CA	91411	(310)563-1771	
IMAGE SOURCE	17072 SILICA DRIVE, SUITE 102	VICTORVILLE	CA	92392	(760)241-8044	
CENTRAL VALLEY DOCUMENT SOL INC	2230 W. SUNNYSIDE #2	VISALIA	CA	93277	(559)827-4618	
XEROX CORPORATION	1800 SOUTH MAIN STREET, SUITE 190	WALNUT CREEK	CA	94596	(510) 460-4161	
COPIER HEADQUARTERS, INC.	31388 VIA COLINAS, SUITE 109	WESTLAKE VILLAGE	CA	91382	(818)974-1200	
XEROX CORPORATION	5901 DE SOTA AVENUE	WOODLAND HILLS	CA	91387	(818) 702-8160	
THE COPIER COMPANY II	525 N. MAIN	YREKA	CA	96097	(530)842-4346	
IMPRESSIONS OF ASPEN, INC.	255 MAIN STREET SUITE 201	CARBONDALE	CO	81623	(970)704-1734	
PDS II	1067 ELKTON DRIVE	COLORADO SPRINGS	CO	80907	(719)634-1134	
XEROX CORPORATION	4600 SOUTH ULSTER STREET, SUITE 1000	DENVER	CO	80237	(970) 565-6113	
PREMIER OFFICE SOLUTIONS	329 S. CAMINO DEL RIO, SUITE D	DURANGO	CO	81301	(970)256-3599	
HIGH COUNTRY COPIERS, INC.	PO BOX 496 275 MAIN STREET SUITE C-106	EDWARDS	CO	81632	(970)945-7870	
PDS DENVER TECH CENTER	2032 LOWE STREET #200	FORT COLLINS	CO	80525	(970)204-6927	
PROFESSIONAL DOCUMENT SOL.	2032 LOWE ST. #200	FORT COLLINS	CO	80525	(970)204-6927	
IMPRESSIONS OF GARFIELD COUNTY	2933 GRAND AVENUE	GLENWOOD SPRINGS	CO	81601	(970)949-2965	
DOCUMENT SERVICES, INC.	1048 INDEPENDENT AVE., SUITE A107	GRAND JUNCTION	CO	81505	(970)256-1005	
X WEST INC.	34 VAN GORDON ST. SUITE 140	LAKEWOOD	CO	80228	(303)980-6700	
ROBINSON PRINTING INC.	210 S. MAIN ST. PO BOX 1540	LAMAR	CO	81052	(719)336-6095	
WESTERN SLOPE OFFICE SOLUTIONS	PO BOX 47 175 MERCHANT DR	MONTROSE	CO	81402	(970)248-2458	
ALPINE DOCUMENT SOLUTIONS	PO BOX 770519 2550 S. COPPER FRONTAGE SUITE 104	STEAMBOAT SPRINGS	CO	80487	(970)879-2588	
XEROX CORPORATION	25 SIGOURNEY STREET, 18TH FLOOR	HARTFORD	CT	6108	(203) 278-9810	
FREMCO LLC.	16 RIVER STREET, 2ND FL	NORWALK	CT	8850	(203)857-0522	
WINDHAM COUNTY COPIERS, LLC	156 MAIN STREET, STE 2	PUTNAM	CT	6260	(860)928-4998	
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) 782-5100	
ASTORIA DOCUMENT SYSTEMS, LLC.	5051 S. STATE RD #7, SUITE 503	DAVIE	FL	33314	(954)791-1919	
DOCUMENT TECHNOLOGIES OFFICE SOLUTIONS, INC.	296 S. MILITARY TRAIL	DEERFIELD BEACH	FL	33442	(854)418-5454	
DOCUMENT TECHNOLOGIES OF PALM BEACH	296 MILITARY TRAIL	DEERFIELD BEACH	FL	33442	(854)418-5454	
WIDESPREAD TECHNOLOGIES INC., LLC	296 S. MILITARY TRAIL 5629 STRAND BLVD STE 411, NAPLES, FL 34110	DEERFIELD BEACH	FL	33442	(239)254-4444	
BIZTECH COPIERS, INC.	8401 NW 53RD TERRACE, STE 100	DORAL	FL	33126	(305)418-4600	
OFFICE AUTOMATION	250 N W 76TH DRIVE, SUITE A	GAINESVILLE	FL	32607	(352)331-8777	
XECUTIVE DOCUMENT INC.	6900 PHILLIPS HWY - SUITE 8	JACKSONVILLE	FL	32216	(904)475-1280	
XEROX CORPORATION	4655 SALISBURY ROAD, SUITE 365	JACKSONVILLE	FL	32256	(904) 281-2000	
BUDD'S OFFICE SUPPLY	3210 FLAGLER AVENUE	KEY WEST	FL	33040	(305)296-6201	
MARCOTEK DIGITAL OFFICE SOLUTIONS	2744 SW MAIN BLVD. S-101	LAKE CITY	FL	32025	(386)755-7969	
THE DIGITAL OFFICE CORP.	1045 PRIMERA BLVD. SUITE 1017	LAKE MARY	FL	32746	(407)888-0471	
DIGITAL OFFICE SOLUTIONS, INC.	2225 EAST EDGEWOOD DRIVE, SUITE 6	LAKELAND	FL	33803	(863)510-0100	


Xerox and Xerox Agent Locations

					
Agency Name	Address	City	State	Zip Code	Telephone
DIGITAL OFFICE SOLUTIONS, SEBRING	2225 EAST EDGEWOOD DRIVE, SUITE 6 121 S. COMMERCE AVE, SEBRING, FL 33870	LAKELAND	FL	33803	(863)385-1502
TEC IMAGING SYSTEMS, INC	3510 BISCAYNE BLVD.	MIAMI	FL	33137	(305)672-1022
AFFORDABLE DIGITAL SYSTEMS, INC.	3510 BISCAYNE BLVD.	MIAMI	FL	33137	(305)672-1022
XEROX CORPORATION	15150 NORTHWEST 76TH COURT	MIAMI LAKES	FL	33016	(305) 818-4500
SARASOTA OFFICE SOLUTIONS, LLC	3449 TECHNOLOGY DRIVE STE 109	NORTH VENICE	FL	34275	(941)484-4767
PRECISION OFFICE SYSTEMS	416 SW 13TH STREET	OCALA	FL	34474	(352)867-8500
GP DIGITAL SOLUTIONS	2448 SAND LAKE RD	ORLANDO	FL	32809	(407)852-1868
SYNERGY DIGITAL GROUP, INC.	3452 LAKE LYNDA DRIVE SUITE 111	ORLANDO	FL	32817	(407)770-0445
XEROX CORPORATION	225 EAST ROBINSON, SUITE 145	ORLANDO	FL	32801	(407) 418-5600
WATTLES OFFICE SUPPLY, INC.	110 S. SECOND ST.	PALATKA	FL	32177	(386)325-4323
AMERICAN BUSINESS CENTER, INC.	1510 BECK AVENUE PO Box 20128, Panama City, FL 32417	PANAMA CITY	FL	32401	(850)763-8997
X-PERT DOCUMENT SOLUTIONS, LLC	1312 E. CERVANTES STREET	PENSACOLA	FL	32501	(850)436-6799
LESLIE TOTAL OFFICE SOLUTIONS	967 SOUTH FEDERAL HIGHWAY	STUART	FL	34994	(772)463-2400
TALLAHASSEE TECHNOLOGY GROUP INC.	1949 RAYMOND DIEHL ROAD STE B	TALLAHASSEE	FL	32308	(850)385-1772
TAMPA BAY OFFICE SOLUTIONS, INC. PINELLAS	5005 W. LAUREL ST. STE 208	TAMPA	FL	33607	(813)793-8021
TAMPA BAY OFFICE SOLUTIONS, INC. HILLSBOROUGH	5005 W. LAUREL ST. STE 208	TAMPA	FL	33607	(813)793-8021
TAMPA BAY OFFICE SOLUTIONS, INC. PASCO	5005 W. LAUREL ST. STE 208	TAMPA	FL	33607	(813)793-8021
OFFICE CONNECTION, INC.	509 SABLE TRACE WAY PO BOX 757	ACWORTH	GA	30102	(770)928-1111
XEROX CORPORATION	ONE CONCOURSE PKWY., SUITE 800	ATLANTA	GA	30328	(770) 296-2000
XEROX CORPORATION	3633 WHEELER ROAD, SUITE 150	AUGUSTA	GA	30909	(770) 724-8551
SOUTHEASTERN OFFICE SUPPLIES	209 COLUMBIA STREET PO BOX 391	BLAKELY	GA	39823	(229)723-3675
DIGITAL TECHNOLOGY SOLUTIONS, INC.	2920 MACON ROAD	COLUMBUS	GA	31906	(706)507-2429
DIGITAL TECHNOLOGY SOLUTIONS, INC.	2920 MACON ROAD	COLUMBUS	GA	31906	(706)507-2429
COPIERS, ETC.	148 SOUTH DOROUGH ROAD	CORDELE	GA	31015	(229)278-0368
MOGARITY'S BUSINESS PRODUCTS II	870 GROVE STREET SW	GAINESVILLE	GA	30601	(770)638-9852
MOGARITY'S BUSINESS PRODUCTS	870 GROVE STREET SW	GAINESVILLE	GA	30601	(770)638-9852
DOCUSOURCE, INC.	4480 RIVERSIDE DR. STE. 23	MACON	GA	31210	(478)471-9919
APPLIED DOCUMENT SOLUTIONS	2419 RETREAT CLOSE 2110 newmarket Parkway Suite #140	MARIETTA	GA	30086	(678)827-0404
NORTHWEST APPLIED DOCUMENT SOLUTIONS	2419 RETREAT CLOSE 2110 newmarket Parkway Suite #140	MARIETTA	GA	30086	(678)827-0404
DOCUMENT SUPPORT, LLC	200 VILLAGE DRIVE	MIDWAY	GA	31320	(912)920-8448
DOCUMENT SUPPORT, LLC/RURAL	200 VILLAGE DRIVE	MIDWAY	GA	31320	(912)920-8448
PEACHTREE COPY NORTH	297 DIVIDEND DRIVE SUITE B PO BOX 2187	PEACH TREE CITY	GA	30289	(770)892-2205
PEACHTREE COPY SOUTH	297 DIVIDEND DRIVE SUITE B PO BOX 2187	PEACHTREE CITY	GA	30289	(770)892-2205
BYRD BUSINESS SYSTEMS, INC.	116 BUREN WAY PO BOX 214, VILLA RICA, GA 30180	TEMPLE	GA	30179	(770)662-5119
MARCOTEK DIGITAL OFFICE SOLUTIONS II	100 NORTH PATTERSON STREET	VALDOSTA	GA	31601	(386)755-7969
XEROX CORPORATION	137 MURRAY BLVD.	AGANA	GU	09910	(671) 477-9016
XEROX CORPORATION	841 BISHOP STREET, SUITE 1100	HONOLULU	HI	96813	(808) 521-9536
DOCUWORKS OF IOWA, LLC	2502 LINCOLN WAY	AMES	IA	50014	(515)292-4170
DIGITAL OFFICE SOLUTIONS, INC.	311 3RD AVE. SE, SUITE 104	CEDAR RAPIDS	IA	52402	(319)365-8615
XEROX CORPORATION	425 SECOND STREET SE, SUITE 910	CEDAR RAPIDS	IA	52043	(515) 856-8000
SOLUTIONTECH, INC.	2715 WEST 63RD ST. STE #5	DAVENPORT	IA	52806	(563)823-8890
XEROX CORPORATION	4500 NORTH BRADY STREET, SUITE 106	DAVENPORT	IA	52806	(319) 445-1404
DIGITAL RESOURCE PARTNERS	1207 EAST WASHINGTON STREET	MT. PLEASANT	IA	52641	(319)219-2075
AMERICAN DIGITAL IMAGING, INC.	1618 COLUMBUS STREET	BOISE	ID	83705	(208)344-4825
AMERICAN DIGITAL IMAGING - TWIN FALLS	1618 COLUMBUS STREET	BOISE	ID	83705	(208)344-4825
XEROX CORPORATION	802 WEST BANNOCK STREET, SUITE 700	BOISE	ID	83702	(208) 344-9000
PETERSON'S FAX & COPY SHOP	2450 OVERLAND AVE.	BURLEY	ID	83318	(208)879-3548
BENCHMARK BUSINESS SYSTEMS	2275 WEST BROADWAY, SUITE E	IDAHO FALLS	ID	83402	(208)524-3232
BENCHMARK BUSINESS SYSTEMS II	2275 WEST BROADWAY, SUITE E	IDAHO FALLS	ID	83402	(208)524-3232
NORTHWEST OFFICE SOLUTIONS	1825 G. STREET	LEWISTON	ID	83501	(208)743-2473
XEROX CORPORATION	1700 - 167TH STREET	CALUMET CITY	IL	60408	(708) 891-5800
HEARTLAND OFFICE, INC.	300 E. MAIN ST., SUITE 19	CARBONDALE	IL	62901	(618)549-2534
SCANICS OF CHAMPAIGN IL, LLC	1817 SOUTH NEIL ST. SUITE 103	CHAMPAIGN	IL	61820	(217)403-4000
DOCUMENT CREATIONS, INC.	9101 S. COTTAGE GROVE AVE.	CHICAGO	IL	60619	(773)894-4922
THE CDI AGENCY	9 W HUBBARD, SUITE 301	CHICAGO	IL	60610	(312)870-1800
THE CDI AGENCY II	9 W HUBBARD, SUITE 301	CHICAGO	IL	60610	(312)870-1800
XEROX CORPORATION	125 SOUTH WACKER DRIVE, 23RD FLOOR	CHICAGO	IL	60606	(312) 883-2500


Xerox and Xerox Agent Locations

					
Agency Name	Address	City	State	Zip Code	Telephone
ASTRATECH, INC.	81 EAST GROVE STREET	GALESBURG	IL	61401	(309)343-6666
TICOMIX INC - ILLINOIS	5642 NO. SECOND STREET	LOVES PARK	IL	61111	(815)636-1499
ADVANCED DIGITAL SOLUTIONS	1512 BROADWAY AVENUE	MATTOON	IL	61938	(217)236-1616
COPIERS & MORE OF SO. ILLINOIS, INC	123 S. 10TH SUITE 406	MT. VERNON	IL	62864	(618)242-2266
COPIERS & MORE	123 S. 10TH SUITE 406	MT. VERNON	IL	62864	(618)242-2266
XEROGRAPHIC SOLUTIONS, INC.	800 WEST FIFTH AVENUE STE 100G	NAPERVILLE	IL	60563	(630)661-1236
XEROX CORPORATION	2301 WEST 22ND STREET, SUITE 300	OAK BROOK	IL	60521	(630) 573-0200
WORLD TECHNOLOGY SOLUTIONS, INC.	20280 S. GOVERNOR'S HWY #204	OLYMPIA FIELDS	IL	60461	(708)753-7962
XEROX CORPORATION	1935 SOUTH ALPINE ROAD	ROCKFORD	IL	61108	(815) 226-9180
MBC DIGITAL OFFICE PRODUCTS, II	1107 TOWER ROAD	SCHAUMBURG	IL	60173	(847)756-1073
XEROX CORPORATION	3180 ADLOFF LANE 2ND FLOOR	SPRINGFIELD	IL	62703	(217) 529-0251
PRIORITY COMPUTER SERVICES, INC.	700 EAST OGDEN AVENUE	WESTMONT	IL	60559	(630)456-9394
BUSINESS IMPRESSIONS	P.O BOX 859 509 S. MAIN ST.	AUBURN	IN	46706	(260)925-1245
BUSINESS IMPRESSIONS OF MICHIGAN	P.O BOX 859 509 S. MAIN ST.	AUBURN	IN	46706	(517)279-8698
MIDAMERICA IMAGING TECHNOLOGY	101 WEST KIRKWOOD AVENUE SUITE 140	BLOOMINGTON	IN	47404	(812)323-9887
PAULEY BUSINESS PRODUCTS I	14014 HILEAH	BROOKVILLE	IN	47012	(765)647-2111
XEROGRAPHICS BUSINESS SYSTEM OF EVANSVILLE	811 WALNUT STREET	EVANSVILLE	IN	47708	(812)463-7722
XEROGRAPHIC BUSINESS SYSTEMS OF VINCENNES	811 WALNUT STREET 516 VIGO ST, VINCENNES, IN 47591	EVANSVILLE	IN	47708	(812)463-7722
XEROGRAPHIC BUSINESS SYSTEMS	811 WALNUT STREET 2200 E. PARRISH AVE., BLDG B, OWENSBORO, KY 42303	EVANSVILLE	IN	47708	(270)852-5272
XEROX CORPORATION	255 SOUTH GARVIN STREET, SUITE E	EVANSVILLE	IN	47713	(812) 425-6132
ONE SOURCE OFFICE SOLUTIONS	10331 DAWSON & S CREEK BLVD. SUITE F	FORT WAYNE	IN	46825	(260)497-7163
ONE SOURCE OFFICE SOLUTIONS - RURAL	10331 DAWSON & S CREEK BLVD. SUITE F	FORT WAYNE	IN	46825	(260)497-7163
TECHKNOWLEDGEY, INC.	203 S. MAIN STREET SUITE 3	GOSHEN	IN	46526	(574)971-4267
INDIANA BUSINESS EQUIPMENT, INC. - INDY	8227 NORTHWEST BLVD., #200	INDIANAPOLIS	IN	46278	(317)471-9735
XEROX CORPORATION	9100 KEYSTONE CROSSING, SUITE 500	INDIANAPOLIS	IN	46240	(317) 815-4100
COPIERS PLUS, INC.	216 NORTH MAIN, SUITE 1	MONTECELLO	IN	47960	(574)583-4092
MORGAN BUSINESS EQUIPMENT	804 LIBERTY AVENUE	RICHMOND	IN	47374	(765)966-4785
INDIANA BUSINESS EQUIPMENT, INC.	1111 WABASH AVENUE	TERRE HAUTE	IN	47807	(812)232-7784
COMPUTERS & XEROGRAPHICS PLUS	2006 HART AVENUE	DODGE CITY	KS	67801	(620)561-5885
XEROX CORPORATION	7501 COLLEGE BLVD.	KANSAS CITY	KS	66210	(913) 661-1200
PROCOPY	223 S. FOURTH ST.	MANHATTAN	KS	66502	(785)539-5454
DIGIX	7861 MASTIN	OVERLAND PARK	KS	66204	(913)385-3344
MIDWEST DATA SYSTEMS	2061 QUINCY STREET	SALINA	KS	67401	(785)452-1647
XEROX CORPORATION	3706 S. W. TOPEKA, SUITE 203	TOPEKA	KS	66609	(913) 233-6161
OFFICE PLUS OF KANSAS	6010 N. BROADWAY	WICHITA	KS	67219	(316)491-2607
XEROX CORPORATION	1313 NORTH WEBB ROAD, SUITE 220	WICHITA	KS	67206	(316) 634-6200
XEROGRAPHIC BUSINESS SYSTEMS	1733 CAMPUS PLAZA COURT STE 10	BOWLING GREEN	KY	42101	(270)842-3444
AMERICAN BUSINESS SYSTEMS	1510 SOUTH MAIN STREET PO BOX 98, MOREHEAD, KY 40351	CORBIN	KY	42501	(606)528-1041
XEROGRAPHIC BUSINESS SYSTEMS	3100 RING ROAD SUITE E	ELIZABETHTOWN	KY	42701	(270)737-4366
HAMILTON DIGITAL	55 CARRINGTON POINT	FORT THOMAS	KY	41075	(513)227-5012
WEST KENTUCKY - FEDERAL	805 SOUTH MAIN STREET	HOPKINSVILLE	KY	42240	(270)887-2506
WEST KENTUCKY XEROGRAPHICS	805 SOUTH MAIN STREET	HOPKINSVILLE	KY	42240	(270)887-2506
AMERICAN BUSINESS SYSTEMS	1084 EAST NEW CIRCLE ROAD, STE 102 PO BOX 98, MOREHEAD, KY 40351	LEXINGTON	KY	40515	(859)256-4420
XEROX CORPORATION	2366 HARRODSBURG ROAD, SUITE B250	LEXINGTON	KY	40504	(606) 224-7100
ADVANCED DOCUMENT SOLUTIONS, INC.	819 S. FLOYD STREET	LOUISVILLE	KY	40203	(502)589-6002
XEROX CORPORATION	10001 LINN STATION ROAD	LOUISVILLE	KY	40223	(502) 428-7700
XBS - MADISONVILLE	14 N. MAIN STREET	MADISONVILLE	KY	42431	(270)821-3008
AMERICAN BUSINESS SYSTEMS	PO BOX 98 180 W. 1ST STREET	MOREHEAD	KY	40351	(606)784-8869
BUSINESS EQUIPMENT & SUPPLIES	3202 LONE OAK RD. PO BOX 7948	PADUCAH	KY	42003	(270)554-2340
CENLA OFFICE SOLUTIONS	714 NORTH THIRD STREET	ALEXANDRIA	LA	71301	(318)445-1782
SUPERIOR OFFICE PRODUCTS, INC.	533 HIGHLANDIA DRIVE, STE K	BATON ROUGE	LA	70810	(225)291-9376
SUPERIOR OFFICE PRODUCTS, INC. II	533 HIGHLANDIA DRIVE SUITE K	BATON ROUGE	LA	70810	(225)291-9376
XEROX CORPORATION	5556 HILTON AVENUE, SUITE 800	BATON ROUGE	LA	70808	(504) 829-6700
COMPUTER SALES & SVCS., INC.	1162 BARROW ST.	HOUMA	LA	70360	(985)879-3218
PROFESSIONAL OFFICE PRODUCTS	810 SHANKLAND AVENUE	JENNINGS	LA	70546	(337)824-5735
SHAMROCK OFFICE SUPPLY, INC.	219 E. VEROT SCHOOL ROAD	LAFAYETTE	LA	70508	(337)237-4588

Xerox and Xerox Agent Locations

					
Agency Name	Address	City	State	Zip Code	Telephone
AVOUELLES OFFICE SUPPLY	221 NORTH MAIN STREET	MARKSVILLE	LA	71351	(318)253-8170
NATCHITOCHEES QUICK PRINT	510 COLLEGE AVE.	NATCHITOCHEES	LA	71458	(318)352-1429
BUSH OFFICE SUPPLY, INC.	5221 MAGAZINE STREET 2805 MARKET ST., PASCAGOULA,MS 39567	NEW ORLEANS	LA	70115	(504)362-2128
SOUTHERN DIGITAL	5221 MAGAZINE STREET	NEW ORLEANS	LA	70115	(504)362-2128
XEROX CORPORATION	2400 VETERANS BLVD., KENNER, 3RD FLOOR	NEW ORLEANS	LA	70082	(504) 245-4200
POINTE COUPEE OFC. SPLY, INC.	143 E. MAIN STREET PO BOX 388	NEW ROADS	LA	70780	(225)638-6060
MICKEY MAYS OFFICE SUPPLIES	1001 EAST GEORGIA AVENUE	RUSTON	LA	71270	(318)255-9154
XEROX CORPORATION	2800 YOUREE DRIVE, CELT CENTER	SHREVEPORT	LA	71104	(318) 869-2001
MARSH BUSINESS PRODUCTS, INC.	531 KING STREET UNIT #2	LITTLETON	MA	1460	(978)431-1010
MARSH BUSINESS PRODUCTS NO	531 KING STREET, UNIT #2	LITTLETON	MA	1460	(978)431-1010
CAPE COD BUSINESS SOLUTIONS, INC.	18 OLD KINGS HIGHWAY, RTE 8A	SANDWICH	MA	2563	(508)833-8769
DOCUMENT TECHNOLOGIES	204 SECOND AVENUE 2ND FL.	WALTHAM	MA	2451	(781)899-9408
SOUTH SHORE DOCUMENT TECHNOLOGIES III	204 SECOND AVENUE	WALTHAM	MA	2451	(781)899-9408
DOCUMENT TECHNOLOGIES, INC. - BOSTON	204 SECOND AVENUE 2ND FL 77 FRANKLIN ST, BOSTON MA 02110	WALTHAM	MA	2451	(781)899-9408
XEROX CORPORATION	235 WYMAN STREET	WALTHAM	MA	2254	(617) 672-7500
XEROX CORPORATION	255 PARK AVENUE	WORCESTER	MA	1809	(508) 757-5418
COMPLETE DOCUMENT SOLUTIONS - MD, LLC.	47 East ALL SAINTS STREET	FREDERICK	MD	21701	(301)696-5718
ANNAPOLIS OFFICE PRODUCTS	8258 VETERANS HIGHWAY, SUITE 3A	MILLERSVILLE	MD	21108	(410)729-1400
DELMARVA DOCUMENT SOLUTIONS	401 EASTERN SHORE DR.	SALISBURY	MD	21804	(410)548-5844
DIGITAL DOCUMENT SOLUTIONS, INC.	650 RITCHIE HIGHWAY, SUITE 208	SEVERNA PARK	MD	21146	(410)975-9991
XEROX CORPORATION	409 WASHINGTON AVENUE	TOWSON	MD	21204	(410) 583-5000
XPERT BUSINESS SOLUTIONS, LLC	4300 MT. CARMEL ROAD 1302-04 N. Main St	UPPERCO	MD	21155	(410)374-3510
SOUTHERN SOLUTIONS, LLC	2784 OLD WASHINGTON ROAD	WALDORF	MD	20601	(301)832-5555
MAINE DOCUMENT SOLUTIONS OF CENTRAL MAINE	59 BANGOR STREET STE 3	AUGUSTA	ME	4330	(207)510-7045
NETWORK-COMPANIONS	8 LOON LANE	E. EDDINGTON	ME	4428	(800)921-8380
DOCUMENT SOLUTIONS & SUPPORT OF NO MAINE	80 CHARENTE HILL ROAD	FORT KENT	ME	4743	(207)834-8669
XEROX CORPORATION	75 MARKET STREET	PORTLAND	ME	4101	(207) 871-7850
MAINE DOCUMENT SOLUTIONS, LLC	506 MAIN STREET, STE 28	WESTBROOK	ME	4092	(207)510-7045
XEROX CORPORATION	900 VICTORS WAY, ATRIUM CENTER,	ANN ARBOR	MI	48104	(734) 896-8700
PREFERRED OFFICE MACHINES	215 NORTH MICHIGAN	BIG RAPIDS	MI	49307	(231)796-8080
DIGITAL COPIER SOLUTIONS, LLC	43843 COLUMBIA	CLINTON TWP	MI	48038	(688)286-3700
COLFAM & ASSOCIATES	670 W. BALTIMORE	DETROIT	MI	48202	(313)875-8733
XEROX CORPORATION	4850 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	4865 - 44TH STREET S.E., SUITE 180A	GRAND RAPIDS	MI	49512	(616) 949-8280
C. G. IMAGING SOLUTIONS	5500 W. CLARK ROAD 3400 PINETREE RD, STE 105 48911	LANSING	MI	48906	(517)393-4022
DOCUMENT SOLUTIONS OF MARQUETTE, INC.	702 CHIPPAWA SQUARE	MARQUETTE	MI	49856	(906)228-0901
THE DIGITAL DOCUMENT STORE	1100 EAST COMMERCE	MILFORD	MI	48381	(248)684-1110
THE DIGITAL DOCUMENT STORE II	1100 EAST COMMERCE	MILFORD	MI	48381	(248)684-1110
PENDRED OFFICE MACHINES	1233 N. MISSION	MT. PLEASANT	MI	48856	(989)772-0936
COMPLETE OFFICE SOURCE	429 CURWOOD DRIVE	OWOSSO	MI	48867	(810)733-1913
COMPLETE OFFICE SOURCE II	429 CURWOOD DRIVE	OWOSSO	MI	48867	(810)733-1913
SIGNATURE TECHNOLOGY SOLUTIONS, INC.	48991 FIVE MILE ROAD	PLYMOUTH	MI	48170	(734)453-8800
XEROX CORPORATION	300 GALLERIA OFFICENTER, SUITE 500	SOUTHFIELD	MI	48034	(248) 827-2200
IMAGE MAKERS, INC.	3588 VETERANS DRIVE, SUITE 3	TRAVERSE CITY	MI	49684	(231)947-1588
INTELLIGENT DOCUMENT TECHNOLOGIES	120 NORTH MAIN STREET PO BOX 463	CAMBRIDGE	MN	55008	(763)652-0156
MULTIPLE TECHNOLOGIES	916 WASHINGTON AVE, SUITE 110	DETROIT LAKES	MN	56501	(218)846-2326
GREAT NORTHERN EQUIPMENT, INC.	104 NE 3RD STREET, SUITE 200C	GRAND RAPIDS	MN	55744	(218)326-9697
NORTHERN BUSINESS SERVICES	2431 2ND AVENUE EAST	INTERNATIONAL FALLS	MN	56649	(218)283-9610
MULTIPLE TECHNOLOGIES II	725 CENTER AVENUE	MOORHEAD	MN	56560	(218)233-0137
ABLE COPIERS	108 W. VINE	OWATONNA	MN	55060	(507)456-2186
IMAGE XCELLENCE - 1	1500 1st AVENUE NE, SUITE 111-CC	ROCHESTER	MN	55906	(507)536-0327
IMAGE XCELLENCE - 2	1500 1st AVENUE NE, SUITE 111-CC	ROCHESTER	MN	55906	(507)536-0327
DOCUMENT STRATEGIES, INC.	2469 UNIVERSITY AVE SUITE 210 WEST	ST. PAUL	MN	55114	(651)379-5010
XEROX CORPORATION	3221 MCKELVEY ROAD, 1ST FLOOR, SUITE 106	BRIDGETON	MO	63044	(314) 344-3800
DOCUMENT SOLUTIONS OF SPRNGFLD	1738 E. SUNSHINE STREET, SUITE 100	SPRINGFIELD	MO	65804	(417)883-2416
ADVANTAGE BUSINESS PRODUCTS LLC	2064 S. WESTERN AVENUE	SPRINGFIELD	MO	65807	(417)882-8848

Xerox and Xerox Agent Locations

					
Agency Name	Address	City	State	Zip Code	Telephone
METRO DOCUMENT CENTER OF ILLINOIS, LLC	1000 DES PERES ROAD SUITE 345 1355 A NO. BLUFF RD., COLLINSVILLE, IL 62234	ST. LOUIS	MO	63131	(314)588-0900
PEARL COMPUTER SERVICES	910 FIRST CAPITOL	ST. CHARLES	MO	63301	(636)949-8850
METRO DOCUMENT CENTER OF ST. LOUIS, LLC	1000 DES PERES ROAD SUITE 345	ST. LOUIS	MO	63131	(314)588-0900
METRO DOCUMENT CENTER OF MISSOURI, LLC	1000 DES PERES RD, SUITE 345	ST. LOUIS	MO	63131	(314)588-0900
NORMAN ORR OFFICE SUPPLY	202 WEST MAIN	WEST PLAINS	MO	65775	(417)258-8808
NORTH MISSISSIPPI BUS. PROD.	223 SHARKEY AVE., SUITE 104	CLARKSDALE	MS	38614	(662)627-1721
COMPLETE OFFICE SOLUTIONS CO	2627 RIDGEWOOD ROAD	JACKSON	MS	39216	(601)981-0652
COURNOYER'S OFFICE SUPPLY	104 SOUTH SPRING ST.	LOUISVILLE	MS	39339	(662)773-5261
KIMBRELL'S DIGITAL SOLUTIONS	520 MAIN STREET	NATCHEZ	MS	39120	(601)442-1494
SOUTHERN DOCUMENT SOLUTIONS, INC.	502A EAST BANKHEAD STREET	NEW ALBANY	MS	38652	(662)316-7335
REPLICA BUSINESS SOLUTIONS, INC.	670 KING PARK DRIVE, STE 4	BILLINGS	MT	59102	(406)839-9228
MOUNTAIN WEST OFFICE SOLUTIONS	602 FERGUSON, SUITE 4	BOZEMAN	MT	59718	(406)695-8480
FIRST CHOICE BUSINESS MACHINES	3101 COBBAN STREET	BUTTE	MT	59701	(406)782-8110
MOUNTAIN WEST OFFICE SOLUTIONS-HELENA	1606 11TH AVENUE, SUITE E	HELENA	MT	59601	(406)449-8870
MOUNTAIN WEST OFFICE SOLUTIONS	1205-B KENSINGTON AVENUE	MISSOULA	MT	59801	(406)728-7763
PRO OFFICE SOLUTIONS, INC.	TWO TOWN SQUARE BLVD, SUITE 315	ASHEVILLE	NC	28903	(828)684-7778
BASISPLUS OFFICE PRODUCTS, INC.	378 CROMPTON STREET, SUITE 1	CHARLOTTE	NC	28273	(704)357-3347
XEROX CORPORATION	4201 CONGRESS STREET, ROTUNDA, SUITE 250	CHARLOTTE	NC	28209	(704) 551-2000
ALBEMARLE BUSINESS CONCEPTS	905 HALSTEAD BLVD. #18 WINCHESTER STA.	ELIZABETH CITY	NC	27909	(252)338-3710
DIGITAL DOCUMENT SOLUTIONS	324 NO. MCPHERSON CHURCH ROAD - 2ND FL	FAYETTEVILLE	NC	28303	(910)667-4414
PIEDMONT DIGITAL SOLUTIONS	1 CENTERVIEW DRIVE, SUITE 103	GREENSBORO	NC	27407	(336)294-5557
XEROX CORPORATION	7025 ALBERT PICK ROAD, SUITE 400	GREENSBORO	NC	27409	(919) 605-1200
DOCUMENT SOLUTIONS EAST, INC.	1706 EAST ARLINGTON BLVD., SUITE D PO BOX 4006	GREENVILLE	NC	27858	(252)321-7994
DOCUMENT SYSTEMS, INC.	89 MARKET STREET	HENDERSON	NC	27536	(252)433-4888
QUALITY QUICKLY, INC.	910 TATE BLVD. SE, SUITE 105	HICKORY	NC	28602	(828)323-8339
MARITIME BUSINESS CONCEPTS, INC.	1306 N. HERITAGE	KINSTON	NC	28501	(252)627-7155
KINGS OFFICE SUPPLY	227 E. MAIN STREET	LINCOLNTON	NC	28602	(704)735-7415
PRO OFFICE SOLUTIONS, INC. II	3717 NATIONAL DRIVE, SUITE 210	RALEIGH	NC	27612	(919)781-5790
XEROX CORPORATION	4601 SIX FORKS ROAD, SUITE 300	RALEIGH	NC	27609	(919) 782-4820
DOUGRAPHICS, LLC dba PINNACLE BUSINESS SERV	6624-C GORDON ROAD	WILMINGTON	NC	28411	(910)793-8343
DOCU-PRO	40 FIRST AVE. WEST	DICKINSON	ND	58801	(701)225-2355
DIGITAL OFFICE CENTRE, INC.	515 20TH AVENUE SE, STE 11	MINOT	ND	58701	(701)839-2707
OFFICE EDGE	515 20TH AVENUE SE, STE 11 1937 E. CAPITOL AVE., BISMARCK, ND 58701	MINOT	ND	58701	(701)839-2707
THE BUSINESS CONNECTION	214 MAIN	CHADRON	NE	69337	(308)432-2158
COMPUTER CONCEPTS, INC.	819 DIERS AVENUE, SUITE 6	GRAND ISLAND	NE	68803	(308)382-5500
XEROX CORPORATION	7501 "O" STREET, SUITE 102	LINCOLN	NE	68510	(402) 489-1961
XEROX CORPORATION	7171 MERCY ROAD, SUITE 500	OMAHA	NE	68106	(402) 393-6161
CONTINENTAL BUSINESS SYSTEMS	1358 ELM STREET	MANCHESTER	NH	3101	(603)622-9631
BENCHMARK OFFICE SYSTEMS	58 RANGE ROAD	WINDHAM	NH	3087	(603)890-2474
COMPLETE DOCUMENT SOLUTIONS	19 GLORIA LANE	FAIRFIELD	NJ	7004	(973)812-4400
MORRIS COUNTY STATIONERS	240 RTE 206, THE MALL @ 206 PO BOX 279	FLANDERS	NJ	7836	(973)927-4899
XEROX CORPORATION	10 LAKE CENTER EXECUTIVE PARK, SUITE 300	MARLTON	NJ	8053	(609) 688-2200
XEROX CORPORATION	201 LITTLETON ROAD	MORRIS PLAINS	NJ	7950	(201) 540-7500
BARONE TECHNOLOGY GROUP	4201 CHURCH ROAD STE 13	MOUNT LAUREL	NJ	8054	(856)787-9150
BARONE PRODIGITAL SOLUTIONS	4201 CHURCH ROAD, SUITE 13	MOUNT LAUREL	NJ	8054	(856)787-9150
XEROX CORPORATION	100 OVERLOOK CENTER, SUITE 310	PRINCETON	NJ	8543	(609) 987-5500
JOHNSON BUSINESS PRODUCTS, INC.	301 PENHORN AVENUE	SECAUCUS	NJ	7094	(201)422-6600
XEROX CORPORATION	300 TICE BLVD., WHITEWELD CENTER, 3RD FLOOR	WOODCLIFF LAKE	NJ	7675	(201) 476-3500
SOUTHWEST OFFICE SOLUTIONS - ALBUQUERQUE	8500 MENAUL BLVD. NE	ALBUQUERQUE	NM	87112	(505)661-2554
XEROX CORPORATION	5600 WYOMING BLVD. N.E., 1 SYCAMORE PLAZA, SUITE 200	ALBUQUERQUE	NM	87109	(505) 822-5200
PREMIER OFFICE TECHNOLOGIES	2010 NORTH SULLIVAN AVENUE	FARMINGTON	NM	87401	(505)326-2772
GALLUP PRINTING & OFFICE	105 WEST COAL	GALLUP	NM	87301	(505)863-8588
SOUTHWEST OFFICE SOLUTIONS	1789 CENTRAL AVENUE SUITE 7	LOS ALAMOS	NM	87544	(505)661-2554
THE KOPY-FAX STORE	P. O. BOX 1410 3577 HIGHWAY 47	PERALTA	NM	87042	(505)865-8312
CRUMBACHER BUSINESS SYSTEMS	1140A S. ST. FRANCIS DR.	SANTA FE	NM	87505	(505)820-8007
XEROX CORPORATION	128 GRANT AVENUE, SUITE 216	SANTA FE	NM	87501	(505) 982-9255

Xerox and Xerox Agent Locations

						
Agency Name	Address	City	State	Zip Code	Telephone	
WAYNE HECKLER & CO	1115 NORTH GRANT STREET	SILVER CITY	NM	88061	(505)638-2203	
ASPEN BUSINESS SYSTEMS, INC.	216-L PASEO DEL PUEBLO NORTE	TAOS	NM	87571	(505)758-0804	
PRINT 'N COPY CENTER	565 W. SILVER ST. 651 SILVER STREET	ELKO	NV	89601	(775)777-3333	
PREMIER OFFICE SYSTEMS	1210 SOUTH VALLEY VIEW BLVD., SUITE 215	LAS VEGAS	NV	89102	(702)737-4801	
XEROX CORPORATION	3753 HOWARD HUGHES PKWY., SUITE 340	LAS VEGAS	NV	89109	(702) 733-9960	
MR. COPY-NEVADA	2600 MILL STREET #800	RENO	NV	89502	(775)853-8786	
XEROX CORPORATION	PINE WEST PLAZA III, WASHINGTON AVENUE EXT.	ALBANY	NY	12205	(518) 452-3200	
NORTH COUNTRY DIGITAL SOLUTIONS, INC.	2 CRESTWOOD DRIVE	ALEXANDRIA BAY	NY	13807	(800)842-8125	
SEELY CONOVER COMPANY, INC.	333 WEST MAIN STREET	AMSTERDAM	NY	12010	(518)842-1720	
GARLOCK OFFICE SYSTEMS	56 HARVESTER AVENUE	BATAVIA	NY	14020	(585)343-4100	
XEROX CORPORATION	441 COMMERCE ROAD	BINGHAMTON	NY	13850	(607) 729-7201	
INNOVATIVE OFFICE PRODUCTS	2308 KNAPP STREET	BROOKLYN	NY	11229	(718)252-8500	
INFORMATION MANAGEMENT PARTNERS OF BUFFALO	30 SOUTH CAYUGA	BUFFALO	NY	14221	(716)204-5860	
INFORMATION MANAGEMENT PARTNERS OF BUFFALO	30 SOUTH CAYUGA 281 CHESTNUT ST. MEADVILLE, PA 16335	BUFFALO	NY	14221	(814)337-1943	
XEROX CORPORATION	450 CORPORATE PKWY., AMHERST	BUFFALO	NY	14228	(716) 831-3300	
OFFICE EQUIPMENT SOURCE II	227 W WATER STREET	ELMIRA	NY	14901	(607)737-0539	
THE OFFICE EQUIPMENT SOURCE	227 W. WATER STREET	ELMIRA	NY	14901	(607)737-0539	
XEROGRAPHIC SOLUTIONS, INC.	1387 FAIRPORT OFFICE CENTER, SUITE 1000A	FAIRPORT	NY	14450	(585)388-5560	
RAY BLOCK STATIONERY COMPANY	3 PLAINFIELD AVE	FLORAL PARK	NY	11001	(516)437-2222	
NORTH COUNTRY XEROGRAPHICS	1342 SARATOGA ROAD	GANSVOORT	NY	12831	(518)792-9101	
NORTH COUNTRY XEROGRAPHICS, INC. - ALBANY	1342 SARATOGA ROAD	GANSVORT	NY	12831	(518)792-9101	
UPSTATE XEROGRAPHICS II	161 HAMMERLE ROAD	GREENE	NY	13778	(607)725-3402	
XCL BUSINESS PRODUCTS, INC.	97 MARCUS BLVD.	HAUPPAUGE	NY	11788	(631)231-1466	
PETERSON OFFICE EQUIPMENT	7 SUMMIT AVENUE	LAKEWOOD	NY	14750	(716)763-8927	
FLYNNS INC	55 EAST 59 STREET	NEW YORK	NY	10022	(212)694-8701	
TEC DOCUMENT SOLUTIONS	135 WEST 27TH STREET, 5TH FL	NEW YORK	NY	10001	(212)201-3580	
PRODUCTIVE BUS. SOLUTIONS, INC.	259 WEST 30th STREET, Main Fl.	NEW YORK	NY	10001	(212)633-2170	
COPIER COUNTRY NEW YORK, LLC	17 BATTERY PLACE, SUITE 1013	NEW YORK	NY	10004	(212)328-2511	
COPIER COUNTRY 2	17 BATTERY PLACE	NEW YORK	NY	10004	(212)328-2511	
XEROX CORPORATION	245 PARK AVENUE	NEW YORK	NY	10167	(212) 716-4000	
XEROX CORPORATION	132 ALLENS CREEK ROAD, BLDG. 827	ROCHESTER	NY	14618	(716) 461-6200	
INNOVATIVE OFFICE SOLUTIONS, INC.	120 EAST WASHINGTON ST. STE 901	SYRACUSE	NY	13202	(315)952-4335	
XEROX CORPORATION	60 PRESIDENTIAL PLAZA	SYRACUSE	NY	13202	(315) 422-9231	
XEROX CORPORATION	555 WHITE PLAINS ROAD	TARRYTOWN	NY	10591	(914) 332-6800	
ION DOCUMENT SOLUTIONS, LLC	5 WALLER AVENUE SUITE 301	WHITE PLAINS	NY	10801	(914)388-2196	
XEROX CORPORATION	105 FROEHLICH FARM BLVD.	WOODBURY	NY	11797	(516) 677-1500	
APEX DOCUMENT SOLUTIONS	250 ORISKANY BLVD	YORKVILLE	NY	13495	(315)736-3288	
USA OFFICE SOLUTIONS INC	1090 E. TALLMADGE AVENUE	AKRON	OH	44310	(330)630-7017	
NORTHEAST OFFICE EQUIPMENT II	1520 W. 13TH STREET	ASHTABULA	OH	44004	(440)964-8721	
NORTHEAST OFFICE EQUIPMENT	1520 W. 13TH STREET	ASHTABULA	OH	44004	(440)964-8721	
HUGHES XEROGRAPHIC EQUIPMENT AGENCY INC	3114 BELMONT STREET PO BOX 278	BELLAIRE	OH	43906	(740)876-8000	
PENN OHIO PRINT SYSTEMS	4410 MARKET STREET	BOARDMAN	OH	44512	(330)746-2443	
DOCUMENT SOLUTIONS OF DAYTON	PO BOX 464 3033 KETTERING BLVD, STE 110, MORAIN, OH 45439	CHILLICOTHE	OH	45601	(614)846-2400	
DOCUMENT SOLUTIONS OF OHIO LLC	PO BOX 464 100 E. CAMPUS VIEW BLVD, COLUMBUS, OH 43235	CHILLICOTHE	OH	45601	(614)846-2400	
DOCUMENT SOLUTIONS - LIMA	PO BOX 464 113 NO. OHIO ST, STE 312, SIDNEY, OH 45365	CHILLICOTHE	OH	45601	(614)846-2400	
DOCUMENT SOLUTIONS - NEWARK	PO BOX 464 100 EAST CAMPUS VIEW BLVD, COLUMBUS, OH 43235	CHILLICOTHE	OH	45601	(740)349-1806	
DOCUMENT SOLUTIONS / KENTUCKY	11154 LUSCHEK DRIVE	CINCINNATI	OH	45241	(513)791-1994	
DOCUMENT SOLUTIONS, LLC - CINCINNATI	11154 LUSCHEK DRIVE	CINCINNATI	OH	45241	(513)791-1994	
DOCUMENT SOLUTIONS- HUNTINGTON	11154 LUSCHEK DRIVE 210 11TH ST. SHOP 11, HUNTINGTON, WV 25701	CINCINNATI	OH	45241	(304)625-4009	
DOCUMENT SOLUTIONS-HILLSBORO	11154 LUSCHEK DRIVE 132 SO HIGH ST, HILLSBORO, OH 45133	CINCINNATI	OH	45241	(513)791-1994	
XEROX CORPORATION	8450 POE AVENUE, SANDLAKE PLAZA, 5TH FLOOR	DAYTON	OH	45414	(513) 454-4000	
XEROX CORPORATION	5555 PARKCENTER CIRCLE, SUITE 300	DUBLIN	OH	43017	(614) 793-3300	
XEROX CORPORATION	6(000) FREEDOM SQUARE DRIVE, 4TH FLOOR	INDEPENDENCE	OH	44131	(216) 842-7806	
THE OFFICE ADVANTAGE	419 STURGES AVENUE	MANSFIELD	OH	44907	(419)756-7225	



Xerox and Xerox Agent Locations


						
Agency Name	Address	City	State	Zip Code	Telephone	
THE OFFICE ADVANTAGE II	41 EAST FRONT ST.	MILAN	OH	44848	(866)871-3323	
SOLUTIONS FOR DOCUMENTS	741 COMMERCE DRIVE	PERRYSBURG	OH	43651	(419)720-0800	
XEROX CORPORATION	5425 SOUTH WICK BLVD.	TOLEDO	OH	43614	(419) 886-1800	
GEYER'S OFFICE SUPPLY, INC.	109 W. MAIN STREET	XENIA	OH	45385	(937)372-2381	
XCEL OFFICE SOLUTIONS	1403 W. BROADWAY	ARDMORE	OK	74301	(580)228-0705	
ADVANCED XEROGRAPHY	1823 N. YELLOWOOD	BROKEN ARROW	OK	74012	(918)249-4010	
MERRIFIELD OFFICE SUPPLY, LLC	224 SOUTH MAIN	ELK CITY	OK	73844	(580)225-7822	
XCEL OFFICE SOLUTIONS, LLC	1825 GREENBRIAR PLACE 2828 NW 57 St. Ste 204 OKC, OK 73159	OKLAHOMA CITY	OK	73159	(405)692-9235	
XCEL OFFICE SOLUTIONS, LLC	1825 GREENBRIAR PLACE	OKLAHOMA CITY	OK	73159	(405)692-9235	
NETWORK ENHANCEMENT SYSTEMS, INC.	4867 S. SHERIDAN, SUITE 700	TULSA	OK	74145	(918)665-5502	
XEROX CORPORATION	4200 EAST SKELLY DRIVE, SUITE 600	TULSA	OK	74135	(918) 610-2600	
RYDER BROTHERS STATIONERY	1735 MAIN STREET	BAKER CITY	OR	97814	(541)523-8526	
MR. COPY - PACIFIC NORTHWEST	10110 SW NIMBUS AVE. SUITE B-11	BEAVERTON	OR	97223	(503)431-8870	
CENTRAL OREGON OFFICE SOLUTIONS, INC.	714 NW FRANKLIN STREET PO BOX 2185, BEND, OR 97709	BEND	OR	97701	(541)382-0300	
PACIFIC COPY	598 N. BROADWAY	COOS BAY	OR	97420	(541)269-7833	
MR. COPY, PNW II	1800 EXECUTIVE PARKWAY #350	EUGENE	OR	97401	(541)686-5000	
WHITE'S BUSINESS MACHINES, INC.	80998 HWY 395 NORTH PO BOX 2555	HERMISTON	OR	97838	(541)667-1520	
SUPERIOR OFFICE SYSTEMS	1120 EAST MAIN STREET	MEDFORD	OR	97504	(541)779-1251	
PAPER CHASE PLACE	6120 NE DEER LANE	NEWPORT	OR	97365	(541)265-2181	
XEROX CORPORATION	121 SW MORRISON STREET, 5TH FLOOR, SUITE 500	PORTLAND	OR	97205	(503) 221-1850	
OFFICE CRAFT	895 COMMERCIAL STREET, SE, SUITE 2	SALEM	OR	97301	(503)316-8129	
XEROX CORPORATION	1405 NORTH CEDAR BLVD.	ALLEN TOWN	PA	18104	(215) 740-3040	
DPMI	714 NO. BETHLEHEM PIKE STE 201	AMBLER	PA	19002	(267)708-8000	
EAST-PENN BUSINESS MACHINES, INC.	2980 LINDEN STREET	BETHLEHEM	PA	18017	(610)894-9001	
THE COPY CONNECTION	15 CHESTNUT STREET	BRADFORD	PA	16701	(814)368-8000	
OFFICE SUPPLIERS	609 LINCOLN WAY WEST	CHAMBERSBURG	PA	17201	(717)263-4157	
OFFICE SUPPLIERS OF SOMERSET	609 LINCOLN WAY WEST 114 N. CENTER AVENUE, SOMERSET, PA 15501	CHAMBERSBURG	PA	17201	(717)263-4157	
DOCUMENT SOLUTIONS NORTH, INC.	20530 ROUTE 19 NORTH	CRANBERRY TOWNSHIP	PA	16088	(724)772-0011	
WAY COPY SOLUTIONS, INC.	691 DIVISION STREET	DU BOIS	PA	15801	(814)371-3200	
AMERICAN XEROGRAPHIC SOLUTIONS LLC	127 LAKE MEADE DRIVE	EAST BERLIN	PA	17316	(717)431-9945	
XEROX CORPORATION	651 EAST PARK DRIVE	HARRISBURG	PA	17111	(717) 558-4800	
XEROX CORPORATION	100 TOURNAMENT DR, COMMONWEALTH CORP CIR, 3RD FLR	HORSHAM	PA	19044	(215) 442-7100	
BUERGER OFFICE SYSTEMS	1670 WARREN ROAD	INDIANA	PA	15701	(724)349-3710	
LOIS REIMEL, DBA LEE'S OFFICE EQUIPMENT	28 CHURCH STREET	MONROSE	PA	18801	(610)278-3605	
XEROX CORPORATION	1700 MARKET STREET, 28TH FLOOR	PHILADELPHIA	PA	19103	(215) 988-2200	
XEROX CORPORATION	750 HOLIDAY DRIVE	PITTSBURGH	PA	15220	(412) 937-2400	
GOLD N COPY, INC.	618 MARKET STREET	SUNBURY	PA	17801	(610)286-4370	
OFFICE SYSTEMS OF FAYETTE AND GREENE, INC.	95 EAST HIGH STREET, SUITE 100	WAYNESBURG	PA	15370	(724)852-2288	
FOUR STAR BUSINESS SYSTEMS, INC.	39 NORTH WASHINGTON STREET	WILKES-BARRE	PA	18702	(610)824-4177	
XEROX CORPORATION	200 MUNDY STREET	WILKES-BARRE	PA	18702	(215) 643-7100	
DOCUMENT COMPANY I	AVE. LAUREL #GA11 CALLE 49, SANTA JUANITA	BAYAMON	PR	958	(787)740-1735	
LAS AMERICAS OFFICE EQUIPMENT, INC	AVE. OF AMERICA CB#1 URB. BAIROA	CAGUAS	PR	725	(787)743-5420	
QUALITY BUSINESS, INC.	1142 FD ROOSEVELT AVENUE	HATO REY	PR	920	(787)273-9555	
XEROX CORPORATION	288 AVENIDA MUNOZ RIVERA, BANCO DE PONCE BUILDING	HATO REY	PR	918	(809) 754-7600	
ADVANCED DIGITAL PRODUCTS	MCKINLEY #238 WEST	MAYAGUEZ	PR	860	(787)265-1040	
OFFITEK	2980 EMILIO FAGOT AVENUE SUITE 2 PO BOX 11851 544 Aldebaran Street, Marginal Exp. Martinez Nadal	PONCE	PR	716	(787)259-1034	
STRATEGIC DOCUMENT SOLUTIONS		SAN JUAN	PR	922	(787)775-2552	
XEROX CORPORATION	10 ORMS STREET, SUITE 420, 4TH FLOOR	PROVIDENCE	RI	2904	(401) 276-3242	
FANT'S OFFICE SUPPLY, INC.	1001 N. MAIN ST. PO BOX 156	ANDERSON	SC	29621	(864)226-3446	
DOCUGRAPHICS, LLC	15 SAM'S POINT ROAD	BEAUFORT	SC	29907	(843)522-3028	
DOCUGRAPHICS, LLC	2408A ASHLEY RIVER ROAD, SUITE 6-B	CHARLESTON	SC	29407	(843)673-0303	
XEROX CORPORATION	5833 DORCHESTER ROAD	CHARLESTON	SC	29418	(803) 554-5500	
PRINTEX OFFICE SOLUTIONS, LLC	300 LONG POINTE LANE, SUITE 125	COLUMBIA	SC	29229	(803)865-5890	
XEROX CORPORATION	200 ARBORLAKE DRIVE, FONTAINE III BLDG., SUITE 110	COLUMBIA	SC	29223	(803) 540-7100	
XCOPY DOCUMENT SOLUTIONS, LLC	PO BOX 3278 202 SPRINGCREST DRIVE	FORT MILL	SC	29708	(803)802-3199	
MORRIS BUSINESS SOLUTIONS, LLC.	155 COMMONS WAY	GREENVILLE	SC	29611	(864)269-8180	
XEROX CORPORATION	555 NORTH PLEASANTBURG DRIVE	GREENVILLE	SC	29607	(802) 240-7300	

Xerox and Xerox Agent Locations



Agency Name	Address	City	State	Zip Code	Telephone
DAVIS BUSINESS SYSTEMS	237 HILLCREST DRIVE PO BOX 688	LAURENS	SC	29360	(864)884-4958
DOCUGRAPHICS, LLC	912 HWY 501, SUITE F	MYRTLE BEACH	SC	29577	(843)444-2972
C.S.R.A. DOCUMENT SOLUTIONS	802 EAST MARTINTOWN RD, SUITE 162	NO. AUGUSTA	SC	29841	(803)813-1774
XDOS, INC. PEE DEE	20 EAST LIBERTY STREET	SUMTER	SC	29150	(843)876-2503
XDOS, INC.	18 EAST LIBERTY STREET	SUMTER	SC	29150	(803)778-2330
LOW COUNTRY OFFICE SUPPLY, INC.	231 S. JEFFERIES BLVD PO BOX 138	WALTERBORO	SC	29488	(843)549-9585
VALLEY OFFICE PRODUCTS	110 SOUTH MAIN STREET	MILBANK	SD	57252	(605)432-5536
THE OFFICE ADVANTAGE	318 N. MAIN	MITCHELL	SD	57301	(605)896-4899
THE BUSINESS CONNECTION	426 KANSAS CITY ST	RAPID CITY	SD	57701	(605)341-1801
DOCUMENT SOLUTIONS - TENN	256 AVIGNON WAY	CLARKSVILLE	TN	37043	(631)358-4888
HUNGATE BUSINESS SERVICES II	1841 PHEASANT CROSSING DRIVE	DANDRIDGE	TN	37725	(865)484-1528
INNOVATIVE OFFICE SOLUTIONS	9040 Executive Park Dr. Ste. 116	KNOXVILLE	TN	37923	(865)246-2212
RBI	105 N. CUMBERLAND STREET	LEBANON	TN	37087	(615)444-7214
XMC, INC. OF MEMPHIS	823 EXOCET DRIVE, SUITE 109	MEMPHIS	TN	38018	(901)737-8910
XMC LITTLE ROCK	823 EXOCET DRIVE, SUITE 109 10700 NO. RODNEY PARHAM, LITTLE ROCK, AR 72212	MEMPHIS	TN	38018	(501)228-8900
XMC, INC. OF NORTH ALABAMA	823 EXOCET DRIVE, SUITE 109 4910 CORPORATE DR. SUITE B, HUNTSVILLE, AL 35806	MEMPHIS	TN	38018	(256)890-4258
XMC OF MIDDLE TENNESSEE	823 EXOCET DRIVE, SUITE 109 4910 CORP DR., STE B, HUNTSVILLE, AL 35806	MEMPHIS	TN	38018	(901)737-8910
XMC OF ARKANSAS	823 EXOCET DRIVE, SUITE 109 1321 B STONE ST, JONESBORO, AR 72401	MEMPHIS	TN	38018	(870)972-8644
XMC OF MISSISSIPPI	823 EXOCET DRIVE, SUITE 109 161 CLARK STREET, TUPELO, MS 38801	MEMPHIS	TN	38018	(901)737-8910
XMC, INC. OF WESTERN TENNESSEE	823 EXOCET DRIVE, SUITE 109	MEMPHIS	TN	38018	(901)737-8910
XMC, INC. FLORENCE	823 EXOCET DRIVE, SUITE 109 1420 DONELSON PIKE, STE B12, NASHVILLE, TN 37127	MEMPHIS	TN	38018	(901)737-8910
XEROX CORPORATION	2850 THOUSAND OAKS BLVD., SUITE 2430	MEMPHIS	TN	38118	(901)548-7800
XEROX CORPORATION	3322 WEST END AVENUE, 8TH FLOOR	NASHVILLE	TN	37203	(615)386-5200
INNOVATIVE BUSINESS SYSTEMS OF WEST TEXAS	4341 S. TREADAWAY BLVD.	ABILENE	TX	79602	(325)795-1351
SOUTH TEXAS SALES	1901 EAST MAIN STREET	ALICE	TX	78332	(361)868-0888
DIGITAL-ON-DEMAND, INC.	2505 LAKEVIEW DR STE 204	AMARILLO	TX	79109	(806)352-1367
XEROX CORPORATION	901 SOUTH FILLMORE, SUITE 100	AMARILLO	TX	79106	(806)376-7575
DOCUMENT SOLUTIONS	P. O. BOX 308 702 E. CORSICANA	ATHENS	TX	75751	(903)875-3464
BEST OFFICE SOLUTIONS	806 W. MAIN ST PO BOX 849	ATLANTA	TX	75551	(903)796-7991
DOCUTEX	7758 NORTHCROSS DRIVE, STE 104	AUSTIN	TX	78757	(512)892-0052
XEROX CORPORATION	6836 AUSTIN CENTER BLVD., SUITE 300	AUSTIN	TX	78731	(512)343-8600
LEWIS BUSINESS SOLUTIONS II	4345 PHELAN, SUITE 101	BEAUMONT	TX	77707	(409)824-7400
XEROX CORPORATION	4345 PHELAN BLVD.	BEAUMONT	TX	77708	(409)898-1100
DOCU MAXX	306 E. 8TH AVENUE	BELTON	TX	78513	(254)838-3065
METCALF COPIER SOLUTIONS	501 BIRDWELL LANE, SUITE 22	BIG SPRING	TX	79720	(432)267-3562
KYLE OFFICE PRODUCTS	418 TARROW	COLLEGE STATION	TX	77840	(979)280-3377
CONNEX SYSTEMS, INC.	12750 MERIT DRIVE, SUITE 950	DALLAS	TX	75251	(972)387-8885
DIMITT PRINTING	200 EAST BEDFORD	DIMITT	TX	79027	(806)947-3286
OFFICE XPERTS INC.	1427 E. MISSOURI AVENUE	EL PASO	TX	79902	(915)591-0419
XEROX CORPORATION	7400 VISCOUNT, SUITE 200	EL PASO	TX	79925	(915)775-9400
XEROX CORPORATION	1200 SUMMIT AVENUE, SUITE 800	FORT WORTH	TX	76102	(817)882-1400
WEST TEXAS DOCUMENT SYSTEMS	1003 NORTH RIO ST PO BOX 69	FT. STOCKTON	TX	79735	(915)539-8863
METRO CENTRE	679 COUNTY ROAD 404 1200 SUMMIT STE 101, FT. WORTH, TX 76102	GAINESVILLE	TX	76240	(940)865-9722
METRO CENTRE III	679 COUNTY ROAD 404 1200 SUMMIT STE 101, FT. WORTH, TX 76102	GAINESVILLE	TX	76240	(940)865-9722
METRO CENTRE	679 COUNTY ROAD 404	GAINESVILLE	TX	76240	(940)865-9722
COPIER CONNECTION	10425 WESLEY	GREENVILLE	TX	75402	(903)450-4544
COPIER CONNECTION	10425 WESLEY	GREENVILLE	TX	75402	(903)450-4544
OFFICE EVOLUTIONS, INC.	3701 KIRBY, SUITE 730	HOUSTON	TX	77096	(713)526-3131
SOUTHWEST DOCUMENT SOLUTIONS, LLC	12012 WICKCHESTER SUITE 150	HOUSTON	TX	77079	(281)493-2553
XEROW GRAPHICS INC.	13101 N W FREEWAY SUITE 302	HOUSTON	TX	77040	(713)979-1500
XEROX CORPORATION	5151 SAN FELIPE, SAGE PLAZA ONE, 12TH FLOOR	HOUSTON	TX	77066	(713)961-5755
XEROX CORPORATION	220 EAST LOS COLINAS BLVD., XEROX CENTRE	IRVING	TX	75039	(214)830-4000
XEROGRAPHIC BUSINESS SYSTEMS	819 WATER ST, SUITE 110.	KERRVILLE	TX	78028	(830)896-3131
COPY CONNECTION	201 W. HILLSIDE, SUITE 24 PO BOX 440102	LAREDO	TX	78041	(956)712-2679
EDGE OFFICE PRODUCTS	1909 JUDSON RD.	LONGVIEW	TX	75605	(903)758-0777
BENCHMARK BUSINESS SOLUTIONS	1607 BROADWAY	LUBBOCK	TX	79401	(806)744-5744

Xerox and Xerox Agent Locations

					
Agency Name	Address	City	State	Zip Code	Telephone
XEROX CORPORATION	4413 82ND STREET, SUITE 314	LUBBOCK	TX	79423	(806) 794-9230
BARTZ OFFICE SOLUTIONS, INC.	510 LOS ESCONDIDOS	MARBLE FALLS	TX	79654	(830)893-4454
YRX BUSINESS CONSULTANTS, INC.	706 NORTH MCCOLL	MCCALLEN	TX	78501	(956)682-1820
XEROGRAPHIX EAST TEXAS	424 NORTH STREET	NACOGDOCHES	TX	75961	(936)568-1992
QUALITY DOCUMENT SOLUTIONS	1801 N. LEE STREET PO BOX 751	ODESSA	TX	79781	(432)366-1121
PRODUCTIVE BUSINESS MACHINES	601 GLENNA	SAN ANGELO	TX	76901	(325)848-2947
SAN ANTONIO XEROGRAPHIC SYSTEMS, LLC	841 ISOM	SAN ANTONIO	TX	78216	(210)340-4181
XEROX CORPORATION	100 NE LOOP 410, 1 INTERNATIONAL CENTRE, SUITE 900	SAN ANTONIO	TX	78216	(512) 524-5800
DOCUMENT SOLUTIONS	1540 RICE ROAD, SUITE 100	TYLER	TX	75703	(903)597-1366
QUALITY PRINT SOLUTIONS	220 N. GETTY STREET	UVALDE	TX	78801	(830)591-0500
DOCUMENT SOLUTIONS, INC.	6412 N. NAVARRO, SUITE K	VICTORIA	TX	77904	(361)575-5931
BENCHMARK BUSINESS SOLUTIONS - WICHITA FALLS	900 8TH STREET, SUITE 112	WICHITA FALLS	TX	76301	(940)991-1044
COPIERS PLUS	415 N. MAIN ST., SUITE 202	CEDAR CITY	UT	84720	(435)586-5335
UTAH DOCUMENT SOLUTIONS, INC.	3280 N. FRONTAGE ROAD SUITE 8	LEHI	UT	84043	(801)878-4433
COPIER CONNECTION	58 WEST MAIN STREET 735 N. 500 EAST, PRICE UT 84501	PRICE	UT	84501	(435)637-7264
WASATCH DOCUMENT SOLUTIONS, INC - OGDEN	525 WEST 485 NORTH, SUITE 110	PROVIDENCE	UT	84332	(435)787-2101
WASATCH DOCUMENT SOLUTIONS, INC.	525 WEST 485 NORTH, SUITE 110	PROVIDENCE	UT	84332	(435)787-2101
THE DOCUMENT GROUP	525 WEST 5300 SOUTH, SUITE 220	SALT LAKE CITY	UT	84123	(801)885-2700
XEROX CORPORATION	675 EAST 500 SOUTH	SALT LAKE CITY	UT	84102	(801) 536-8500
COPIERS PLUS	720 S. RIVER ROAD, SUITE C125	ST. GEORGE	UT	84790	(435)652-8404
WESTERN BUSINESS SYSTEMS	31 NORTH 100 WEST	VERNAL	UT	84078	(435)781-0901
APEX COMMUNICATIONS CORP.	50 S. PICKETT ST, SUITE 207	ALEXANDRIA	VA	22304	(703)370-1230
ZEROD & COMPANY	5520 CHEROKEE AVE., SUITE 204	ALEXANDRIA	VA	22312	(703)461-8383
DOCUMENT TECHNOLOGIES II	1932 ARLINGTON BLVD, SUITE 8	CHARLOTTESVILLE	VA	22903	(434)293-0811
APEX TECHNOLOGIES	820 GREENBRIER CIRCLE, SUITE 32	CHESAPEAKE	VA	23320	(757)424-3040
DOCUMENT TECHNOLOGIES III	4900 HOOD DRIVE	FREDERICKSBURG	VA	22408	(800)899-8425
DOCUMENT TECHNOLOGIES	4900 HOOD ROAD	FREDERICKSBURG	VA	22408	(540)898-7334
POTOMAC BUSINESS SOLUTIONS LLC	13800 COPPERMINE ROAD	HERNDON	VA	20171	(703)737-6967
LEESBURG OFC. EQUIP. INC.	28-A FAIRFAX STREET	LEESBURG	VA	20176	(703)777-8473
HUNGATE BUSINESS SERVICES	517 N MAIN ST	MARION	VA	24354	(276)783-5442
XEROX CORPORATION	8180 GREENSBORO DRIVE, SUITE 600	MCLEAN	VA	22102	(703) 902-2520
XEROX CORPORATION	8 KROGER EXECUTIVE CENTER	NORFOLK	VA	23502	(757) 455-4200
XEROX CORPORATION	1700 BAYBERRY COURT, SUITE 200	RICHMOND	VA	23226	(804) 289-5400
XEROX CORPORATION	3800 ELECTRIC ROAD SW, SUITE 408	ROANOKE	VA	24018	(703) 989-3391
MARDEN GRAPHICS	113 W. BEVERLEY STREET	STAUNTON	VA	24401	(540)885-2804
APPLE VALLEY OFFICE PRODUCTS	220 EAST CORK STREET	WINCHESTER	VA	22601	(540)662-2400
WYTHEVILLE OFFICE SUPPLY	146 WEST MAIN STREET	WYTHEVILLE	VA	24382	(276)228-5537
EXECUTIVE OFFICE EQUIPMENT	DELIVER IT WAREHOUSE, 129-131 SUB BASE	ST. THOMAS	VI	802	(340)776-7399
EXTERUS TECHNOLOGY FOR BUSINESS	4750 SHELBURNE ROAD, SUITE 10	SHELBURNE	VT	5482	(802)658-6225
KITSAP XEROGRAPHIC	6148 EAGLE HARBOR DR. NE	BAINBRIDGE IS	WA	98110	(206)842-4558
EVERIST OFFICE TECHNOLOGY INC.	13620 NE 20TH STREET #Q	BELLEVUE	WA	98005	(425)943-0871
BENCHMARK DOCUMENT SOLUTIONS, INC.	201 E. CHESTNUT STREET	BELLINGHAM	WA	98225	(360)878-8406
OFFICE TECH WENATCHEE	100 NE 11th St., Ste. A	EAST WENATCHEE	WA	98802	(509)888-2087
BENCHMARK DOCUMENT SOLUTIONS, SOUTH	12310 HIGHWAY 99, STE 129	EVERETT	WA	98204	(425)353-6763
AMERICAN XEROGRAPHICS	7519 W. KENNEWICK AVENUE, SUITE B	KENNEWICK	WA	98336	(509)736-0844
XEROX CORPORATION	711 S. CAPITAL WAY, EVERGREEN PLAZA BLDG., SUITE 708	OLYMPIA	WA	98501	(206) 241-1399
XEROX CORPORATION	1835 TERMINAL DRIVE, SUITE 120	RICHLAND	WA	98352	(509) 946-8765
ADVANCED DOCUMENT SYS., INC.	2201 SIXTH AVENUE, SUITE 101	SEATTLE	WA	98121	(206)632-7007
OFFICE TECH OF WASHINGTON	6310 E. SPRAGUE AVENUE	SPOKANE	WA	99212	(509)755-8326
XEROX CORPORATION	717 W. SPRAGUE AVENUE, SUITE 810	SPOKANE	WA	99204	(509) 456-9292
XEROX CORPORATION	6400 SOUTHCENTER BLVD.	TUKWILA	WA	98188	(206) 241-1200
YAKIMA DOCUMENT SOLUTIONS	402 WEST CHESTNUT AVENUE	YAKIMA	WA	98902	(509)453-1212
XEROX CORPORATION	4 SYSTEMS LANE, SUITE A	APPLETON	WI	54914	(414) 738-5296
HSI BUSINESS CENTER, INC.	1901 BEASER AVENUE	ASHLAND	WI	54806	(715)882-5830
XEROX CORPORATION	440 SOUTH EXECUTIVE DRIVE, 2ND FLOOR	BROOKFIELD	WI	53005	(414) 784-8726
DOCUMENT SOLUTIONS, INC.	82 COULEE ROAD	HUDSON	WI	54016	(715)386-0841
DOCUMENT SOLUTIONS, INC.	82 COULEE ROAD	HUDSON	WI	54016	(715)386-0841
XEROX CORPORATION	2802 COHO STREET	MADISON	WI	53713	(808) 273-8700


Xerox and Xerox Agent Locations

					
Agency Name	Address	City	State	Zip Code	Telephone
MIDWEST BUSINESS SYSTEMS	4319 TWIN VALLEY RD STE #13	MIDDLETON	WI	53582	(608)838-8400
METRO XEROGRAPHIX	405 E. FOREST STREET	OCONOMOWOC	WI	53086	(262)669-7070
SUPERIOR BUSINESS SOLUTIONS, INC.	2216 LAMBORN AVENUE	SUPERIOR	WI	54880	(715)399-3248
DIGITAL OFFICE SOLUTIONS V	2300 N. MAYFAIR ROAD, SUITE 545	WAUWATOSA	WI	53226	(414)778-1039
DIGITAL OFFICE SOLUTIONS	2300 N. MAYFAIR ROAD, SUITE 545	WAUWATOSA	WI	53226	(414)778-1039
DIGITAL OFFICE SOLUTIONS	2300 N. MAYFAIR ROAD 139 E. SECOND ST, STE 1, KAUKAUNA WI 54130	WAUWATOSA	WI	53226	(414)778-1039
DIGITAL OFFICE SOLUTIONS, III	2300 N. MAYFAIR ROAD	WAUWATOSA	WI	53226	(414)778-1039
DIGITAL OFFICE SOLUTIONS IV	2300 N. MAYFAIR ROAD, SUITE 545	WAUWATOSA	WI	53226	(414)778-1039
PROFESSIONAL BUSINESS PRODUCTS	1454 ROBERT C. BYRD DRIVE PO BOX 1154	CRAB ORCHARD	WV	25827	(304)252-5895
DOCUMENT SOLUTIONS I	4 CATALPA STREET 114 WEST WASHINGTON ST,CHARLESTON WV 25302	MORGANTOWN	WV	26505	(304)291-5775
DOCUMENT SOLUTIONS II	4 CATALPA STREET	MORGANTOWN	WV	26505	(304)485-2222
OFFICE SYSTEMS	92 16th STREET	WHEELING	WV	26003	(304)233-9844
ATLAS REPRODUCTION INC.	PO BOX 2901 600 E. "A" STREET	CASPER	WY	82801	(307)237-9523
XEROGRAPHIC EQUIPMENT SYS., INC.	111 WEST 17TH PO BOX 794 ZIP CODE: 82003	CHEYENNE	WY	82001	(307)634-2679
XEROGRAPHIC SOLUTIONS, INC.	25 GLENWOOD ST.	JACKSON	WY	83002	(307)733-7848
WYOMING OFFICE SOLUTIONS	401 FREMONT	LARAMIE	WY	82070	(307)745-8483
ENNS CONSULTING GROUP	1471 DEWAR DR. STE 121	ROCK SPRINGS	WY	82901	(307)460-4653
PERUE PRtg. OFFICE PRODUCTS	PO BOX 885 101 E. MAIN STREET	SARATOGA	WY	82331	(307)328-5037

## Global Imaging Services (GIS) Locations

CODE	COMPANY	STREET ADDRESS	CITY/STATE/ZIP	TELEPHONE NUMBER	FAX NUMBER	WEB ADDRESS
<i>CCV</i>						
	Lucas Business Systems, Inc. - LUC	7500 National Drive	Livermore, CA 94550	(925) 447-4100	(925) 245-6820	www.astrobt.com
	Lucas Business Systems, Inc. - LUC	524 Kansas Avenue	Modesto, CA 95351	(209) 529-3610	(209) 526-4408	www.lucassystems.com
	Lucas Business Systems, Inc. - LUC	3555 Deer Park Drive, Ste. 180	Stockton, CA 95219	(209) 466-3786	(209) 466-7172	www.lucassystems.com
<i>DAH</i>						
	Dahill Industries - DAH	1869 Briarcrest Drive	Bryan, TX 77802	(979) 774-2200	(979) 774-7642	www.dahill.com
	Dahill Industries - DAH	2635 S. 77 Sunshine Strip	Harlingen, TX 78550	(956) 425-3010	(956) 425-3025	www.dahill.com
	Dahill Industries - DAH	220 W. Hillside, Suite 10	Laredo, TX 78041	(956) 724-8188	(956) 724-8949	www.dahill.com
	Dahill Industries - DAH	655 Richland Hills Drive	San Antonio, TX 78245	(210) 805-8200	(210) 805-9733	www.dahill.com
	Dahill Industries - DAH	226 S. Enterprise Dr., Suite 101	Corpus Christi, TX 78405	(361) 289-0900	(361) 289-0926	www.dahill.com
	Dahill Industries - DAH	7425 Pinemont Dr, Ste 200	Houston, TX 77040	(713) 329-9909	(713) 329-9595	www.dahill.com
	Dahill-Austin - DAH	9208 Waterford Centre Boulevard, Suite 100	Austin, TX 75758	(512) 836-2100	(512) 836-0027	www.dahill.com
	Dahill/EI Paso Triad - DAH	1421 North Lee Trevino, # A-10	El Paso, TX 79936	(915) 595-2250	(915) 595-3471	www.elpasotriad.com
<i>DEN</i>						
	Denitech Ft. Worth, Inc. - DEN	505 Pecan Street, Ste 100	Ft. Worth, TX 76102	(817) 338-4401	(817) 429-4475	www.denitech.com
	Denitech Corporation - DEN	820 W Sandy Lake Road, Ste 100	Coppell, TX 75019	(972) 869-0777	(972) 869-1325	www.denitech.com
<i>IBS</i>						
	Inland Business Machines - IBS	1500 N Market	Sacramento, CA 95834	(916) 928-0770	(916) 928-0889	www.ibs-team.com
	Sierra Office Solutions - SIO	4710 Longley Lane	Reno, NV 89502	(775) 828-2679	(775) 828-7607	www.sierraoffice.com
	Sierra Office Solutions - SIO	4435 W. Sunset Road	Las Vegas, NV 89119	(702) 253-9500	(702) 253-9844	www.sierraoffice.com
	Sierra Office Solutions - SIO	106 E. Adams Street	Carson City, NV 89701	(775) 828-2679		www.sierraoffice.com
	Inland Business Systems - IBS	2592 Notre Dame Blvd	Chico, CA 95928	(530) 891-1966	(530) 891-1970	www.ibs-team.com
<i>MWB</i>						
	SoCal Office Technologies f/k/a MWB Cop	5700 Warland Drive	Cypress, CA 90630	(800) 769-2679	(562) 342-7303	www.mwbbiz.com
	SoCal Office Technologies f/k/a MWB Copy F 707 Wilshire Blvd, Suite 3650		Los Angeles, CA 90017	(800) 769-2679		www.mwbbiz.com
	SoCal Office Technologies f/k/a MWB Copy F 9444 Farnham St, Ste 350		San Diego, CA 92123	(858) 565-6261	(858) 707-0268	www.mwbbiz.com
	SoCal Office Technologies f/k/a MWB Copy F 5836 Corporate Ave, Suite 110		Cypress, CA 90630	(800) 769-2679		www.mwbbiz.com
	SoCal Office Technologies f/k/a MWB Copy F 3536 Concourse St., Ste 320		Ontario, CA	(800) 769-2679	(909) 919-7770	www.mwbbiz.com
	SoCal Office Technologies f/k/a MWB Copy F 19748 Dearborn Street		Chatsworth, CA 91311	(818) 886-7710	(818) 886-9862	www.mwbbiz.com
<i>NWG</i>						
	Boise Office Equipment, Inc. - BOE	1565 Fillmore St., Unit 2B	Twin Falls, ID 83301	(208) 733-5559	(208) 733-5580	www.boeweb.com
	Boise Office Equipment, Inc. - BOE	330 North Ancestor Place	Boise, ID 83704	(208) 377-1666	(208) 377-1048	www.boeweb.com
	Copytronix - CTX	16655 SW 72nd Avenue, Suite 800	Portland, OR 97224	(503) 620-0202	(503) 620-1730	www.copytronix-nw.com
	Copytronix - CTX	1700 Valley River Dr., 4th Floor	Eugene, OR 97401	(541) 636-4911	(541) 757-1378	www.copytronix-nw.com
	Copytronix - CTX	200 NW 2nd Street	Corvallis, OR 97330	(541) 754-0308	(541) 757-1378	www.copytronix-nw.com
	Pinnell, Inc. - PIN	6515 W. Clearwater, Ste 310	Kennewick, WA 99336	(509) 735-6317	(509) 735-7111	www.pinnellinc.com
	Quality Business - QBS	2711 W Valley Hwy N Ste #100	Auburn, WA 98001	(253) 804-5929	(253) 887-9644	www.qbsi.com
	Quality Business Systems - QBS	6812 185th Avenue	Redmond, WA 98052	(425) 892-6000	(425) 867-1161	www.qbsi.com
	Pinnell, Inc. - PIN	3901 Kern Road	Yakima, WA 98902	(509) 452-9117	(509) 453-5913	www.pinnellinc.com

# Attachment Three: Xerox Insurance Certificate

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 03/19/2010
<b>PRODUCER</b> MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036 Attn: Xerox.certrequest@Marsh.com Fax:212-948-0500		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
J54000-XEROX-GAWXw-10-11		
<b>INSURED</b> XEROX CORPORATION 45 GLOVER AVE NORWALK, CT 06850		<b>INSURERS AFFORDING COVERAGE</b>
		<b>NAIC #</b> INSURER A: ACE American Insurance Company 22667 INSURER B: Indemnity Ins Co Of North America 43575 INSURER C: Insurance Company Of North America 22713 INSURER D: ACE Insurance Company INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A D C C B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	XSL G24938694 (AOS) 41-PR-201807 (PR) 705-00187 (GUAM) 705-00188 (SAIPAN) 41US202281 (USVI)	01/01/2010 01/01/2010 01/01/2010 01/01/2010	01/01/2011 01/01/2011 01/01/2011 01/01/2011	EACH OCCURRENCE \$ 1,750,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,750,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED GENERAL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
A C C D B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08582907 (US) FAP04710 (GUAM) FA04711 (SAIPAN) 28-PR200511 (PR) 28 US200510 (US VI)	01/01/2010 01/01/2010 01/01/2010 01/01/2010	01/01/2011 01/01/2011 01/01/2011 01/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLR C45709875 (AOS) WLR C45709863 (CA) SCF C45709887 (WI)	01/01/2010 01/01/2010 01/01/2010	01/01/2011 01/01/2011 01/01/2011	<input checked="" type="checkbox"/> W/C STATUS/LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
C C A	<b>OTHER</b> WORKERS COMPENSATION CONTINUED EXCESS WC OHIO ONLY	601 N 00366 (SAIPAN) 601 N 00367 (GUAM) WCU C45709899 (EXCESS)	01/01/2010 01/01/2010 01/01/2010	01/01/2011 01/01/2011 01/01/2011	SEE ABOVE WORKERS COMP LIMITS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> NYC-004083752-01	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <b>30</b> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA, Inc. <i>Lauren Giagrande</i> Lauren Giagrande
The Cooperative Purchasing Network Attn: Phillip Vasquez 7145 West Tidwell Road Houston, TX 77092	

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# Attachment Four: Case Studies

## Enterprise Print Services

### Client Example: Enterprise Print Services



#### Large State Health Department

48,000 employees in 600 offices

#### Client Challenges

- Create an integrated agency system focused on results & accountability
- Require “low-profile” partnership due to recent public outsourcing concerns
- Manage on-going document spend
- Improve document management services while decreasing overall costs
- Improve turnaround times

#### Xerox Solution

- Xerox XOPA assessments conducted at all sites
- Xerox Sustainability Calculator
- XGS Office Services Tool Suite
- 2620 fully-connected Xerox Work Centres-600 offices
- 35 On-Site Account Associates
- Earned the first pass at future document management opportunities

#### Measurable Results

- Reduced document output operating expenses by 26 %
- Consolidated 100+ redundant copier, printer, fax contracts
- Improved client’s ability to focus on more complex IT issues by fielding calls to XGS help desk
- Improved turnaround times
- Successfully migrated 81M+ prints & 2.5M+ faxes to MFDs by using XOS reporting manager software



Government Case Study



## County of Galveston creates true partnership with Xerox—and reaps rewards

### The Challenge:

- Update copier fleet
- Implement solutions that would enable more effective business processes and workflow

### The Solution:

- Assessment of operations and customer needs
- Integration of services, software, and equipment
  - Xerox multifunction devices
  - Xerox DocuShare
  - Xerox FlowPort
  - Captaris RightFax
  - Xerox on-site DocuCare associates
- A phased plan to consolidate standalone devices to multifunction products

### The Results:

- Higher quality, less expensive document output on updated Xerox multifunction devices
- More document output services for the same cost
- A print facility that keeps government employees from sending work to outside vendors



“ From the very first time we talked, it wasn’t like we had a traditional vendor-client relationship. It felt like we were in business together.”

James Wilson, director of Finance and Administration



### Client profile

*The County of Galveston, spreading across 6,000 square miles in southeast Texas, is the home to almost five million Americans. All Galveston officials are tasked with continually striving to better serve constituents through continual exploration into new and innovative solutions. The following case study is just one example of how they succeeded.*

## The Challenge

### A change for the better

In 2002, Robert Canterbury, Director of IT, and James Wilson, Director of Finance and Administration, recognized the County of Galveston's copiers were, on average, 8-10 years behind the technology curve and that a change was in order. But rather than view this change as a necessary evil, they saw it as an opportunity—not only to catch up technologically, but rather to *take the lead*.

So in MONTH of 2003, Wilson began discussions with Xerox Corporation to discuss updating Galveston's current fleet of copiers. Very early on in their talks, however, Brenda Hess, TITLE and Janie Runcall TITLE, realized the County needed more than just copiers—and more than document output technology, for that matter.

Wilson recalls that in their initial meetings, “we really didn’t talk about technology. We talked about our business processes and how they might be improved, without regard for how many new copiers we needed. We talked about services. We talked about solutions.” Very early on, Wilson, Hess, and Runcall decided the best way to ensure the ideal solutions are placed was to conduct a thorough assessment of the County’s document output landscape.

In MONTH of 2003, Xerox performed an Office Document Assessment (ODA), which includes everything from studying the applications commonly produced, to interviewing end users, to floor mapping to pinpoint locations where assets could be consolidated without affecting end user

productivity. After analyzing the data captured in the ODA, Xerox arrived at a number of key customer requirements, including the ability to send and receive faxes from the desktop, scanning capabilities, and implementing a centralized print facility. At the same time, the ODA uncovered opportunities to reduce costs through optimizing document output devices and removing unnecessary and/or underutilized equipment.

Working with multiple departments, including Finance, Purchasing, and IT, Xerox helped the County of Galveston write an RFP that clearly delineated their challenges. While responses came back from several vendors that could meet the County’s challenges in bits and pieces, Xerox was ultimately awarded the contract because of its ability to provide the entire, enterprise-wide solution—including IT services, hardware for the office and print facility, and software. “We chose Xerox partly because they understand our business environment, and are able to provide the services we need now, and into the future. But even more, we chose them because they are a true partner. A lot of people arbitrarily throw that word around, and it doesn’t mean to much. But from the very first time we talked, it wasn’t like we had a traditional vendor-client relationship. It felt like we were in business together.”

## The Solution

### Xerox solutions at work in the office

A phased implementation began in 2003 with the installation of 80 networked multifunction devices strategically located throughout the County's offices and two production devices in the centralized print facility. A Xerox DocuCare associate remains on site to care for the equipment and ensure maximum uptime and worker productivity. A second DocuCare associate will be added shortly to help manage the print facility. Along with the hardware and professional support, Xerox implemented Xerox DocuShare document management software, Xerox FlowPort document conversion and routing software, and Captaris RightFax, a Xerox Business Partner faxing solution.

#### Xerox DocuShare

DocuShare is a Web-based document management tool that grants authorized users 24x7 access to documents for viewing, downloading, editing, printing, or revising. Documents uploaded or scanned on a Xerox scan-enabled multifunction device are instantly converted, into a universally legible format that can be accessed and read by anyone – with any browser, from any platform. Canterbury says that DocuShare is instrumental within the IT Department to keep people informed. The department maintains a document repository using DocuShare's familiar, intuitive folder structure, so authorized IT personnel

have easy access to systems documentation, proposals related to communications upgrades, equipment specifications, and procedures. Canterbury says, "DocuShare improves information flow within our department so people are more informed and are able to make better decisions." But DocuShare isn't only for high-tech users—it is also used by government officials and the public to easily access PDFs of weekly Commissioner's Court agenda minutes.

#### Xerox FlowPort

FlowPort software, an intelligent enterprise solution designed to help manage paper and digital documents, features a unique paper user interface that contains encoded DataGlyph technology. By simply checking a box on a FlowPort cover sheet, County employees can send various commands to the FlowPort server to distribute documents via email, remote print, or Internet fax; or to store and retrieve documents from DocuShare repositories.

Immediately, FlowPort made dramatic improvements in the ways County employees work. For instance, before FlowPort, the District Clerk would have to spend up to *eight hours* in front of the fax machine to manually send child protective orders to a number of locations. Now, with FlowPort, the same information can be distributed to the same locations within *six minutes*.

#### Captaris RightFax

RightFax fax server software provides productivity benefits by offering Galveston employees a fast, convenient, efficient way to send and receive documents electronically from desktop, email, CRM, ERP, and other business applications. With the customization help of a Xerox developer, the Indigent Attorney Management System (IAMS) has also begun using the software to randomly assign attorneys to represent defendants who cannot afford council. Once attorneys are arbitrarily selected, they are automatically notified by RightFax.



**Call today.** For more information about Xerox office workflow solutions, call **1-800-ASK-XEROX** or visit us at **[www.xerox.com/office](http://www.xerox.com/office)**.



## The Results

### Working towards rewards

To date, the Xerox solution has provided a number of quantitative and qualitative benefits, and Canterbury is excited about moving toward the next phase of the solution and beyond. He says, "Because of the Xerox multifunction equipment, we haven't had to purchase a standalone fax machine in over a year. Our next step is to start removing some of the standalone equipment that already exists, which we expect will help save significant costs."

Wilson, too, is excited with the Xerox partnership. He explains that they are currently spending the same amount on document output as before Xerox arrived, but "we now have better equipment, a cen-

tralized print facility to keep print jobs in-house, some innovative services and software, and Xerox on-site professionals managing much of the equipment."

Wilson and Canterbury are so pleased with the solution, in fact, that they are recommending Xerox to other counties, in an effort to share best practices for the good of the state of Texas. "We hope and expect this is the way County Government will run in the future—and we want to be the lighthouse," Wilson explains. "We've found a great solution with Xerox, and now we want to light the way for others."



©2004 XEROX Corporation. All rights reserved. XEROX®, The Document Company®, and X® (stylized), are trademarks of or licensed to Xerox Corporation. Product appearance, build status and/or specifications are subject to change without notice. 05/04.

Clovis United School District



Customer Success Story

Clovis Unified School District

Teachers have more time for education.  
**District spends less**  
on documents.



Schools find better ways to do great work.

# Talking to Xerox about their processes helped this budget-challenged district do more with less.

## The Challenge

California, like most state and local governments, is facing tough economic pressure. Budgets are tight. Demands are high. And parents and politicians continue to raise expectations for educators, the system and their investment in public schools.

Bill McGuire, associate superintendent of administrative services for Clovis, sums it up this way: "Recently, the state has faced deficits and has had to cut funding. Yet this year we're adding 600 students. Our constant challenge—do more with less." To keep pace with unprecedented growth and the community's pressing education needs, Clovis has built a new school every year for the past 20.



*"We were looking at our copy costs doubling while facing serious school budget cuts. We partnered with Xerox to find lower-cost options."*

*Bill McGuire, associate superintendent of administrative services for Clovis Unified School District*

## Not surprisingly, Clovis generates 88 million copies a year.

Teachers were spending way too much time tied up in the document production and management business. Instead of focusing on education, class preparation and student instruction, teachers and staff were tied up with labor-intensive administrative chores. Today, more than ever, school districts need professional staff in the classroom teaching kids, focused on instructional activities, not prepping class materials, copies and documents.

Despite the wait at the copier, they knew their copy jobs would be ready by class time. Nevertheless, they were soon to discover the advantage of scanning.

## The Solution

After talking and listening to administrators, teachers and other employees, Xerox proposed a completely integrated solution.

Part of the solution for Clovis was already in place. They already had a significant graphic arts department with a powerful production printing capacity. The strategic breakthrough hinged on a simple, powerful idea:

*What if Xerox could find a way to connect the power inherent in the production printing department to the teachers' need for fast, reliable, high-quality documents at their schools? And reduce the time and effort spent making those 88 million copies per year.*

By replacing outdated stand-alone copiers with multifunction systems at all 39 school sites, Xerox multifunction devices helped form an integrated "hub and spokes" document management system for the entire district. By providing a streamlined scanning process from the school sites to their central print shop, the solution would eliminate teachers standing in line and dramatically reduce the cost per copy.

"Part of our attraction to Xerox was their experience with process. They were

## Teachers were getting frustrated. Costs were going up.

With 1,650 teachers, it didn't take long for lines to bottleneck at the various school copiers, creating frustration and extra work that took teachers away from their core educational responsibilities. Adding to

the pressure, teachers' daily copy jobs ran on stand-alone copiers, pushing the machines beyond capacity and driving up operating and maintenance costs for the district.

## Critical challenges

- Rising expectations
- School budget cuts
- Spiraling costs
- Loss of instructional and professional planning time
- Copier equipment running over capacity

## Reluctance to let go.

Many teachers were hesitant about giving up control of their important documents.



## Client Profile

Clovis, California, is next door to Fresno, halfway between L.A. and San Francisco. The Clovis Unified School District serves Clovis, northeast Fresno and pockets of unincorporated neighborhoods. It's a popular place to work and live.

A recent survey shows that many families buy homes here because of the district's national reputation for excellence in education. Today, approximately 35,000 students attend the 39 schools in the district, taught by 1,650 teachers.

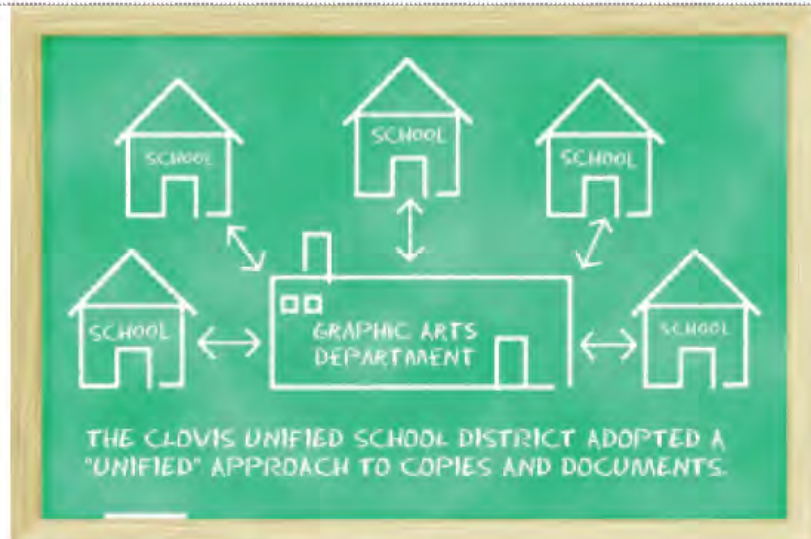
Customer Success Story

talking to us about operational changes other companies didn't even bring up. After looking at many other companies, we concluded that Xerox has a better-quality product for the dollars that we spent," described McGuire.

**The scanning solution.**

Clovis installed Xerox multifunction systems in all 39 of their schools. Now, instead of making their copies on small equipment pushed beyond capacity, teachers easily scan their jobs to the central print shop. They receive a confirmation page so they know they'll get their printed job delivered back the next morning by 9:00. Today, their jobs run on high-speed printers designed to handle production-level print runs in the millions. So teachers can get back to more important aspects of their jobs—lesson plans, class instruction and student needs.

Xerox recommended operational changes such as adding highly trained Xerox DocuCare associates on site. The DocuCare associates are responsible for preventive maintenance on equipment and delivering print jobs to the schools. To further streamline the process and leverage the functionality unique to Xerox multifunction systems, Xerox incorporated solutions from two business partners, Rochester Software Associates Inc. (RSA) and Equitrac. RSA's software enabled automation of the receipt, ticketing and batch printing of scanned jobs at the print shop. Equitrac introduced a solution to automate document accounting procedures across the enterprise, including network prints, walk-up copies and centralized print production. According to Cheryl Smith,



**How the process works at Clovis.**

1. Teacher scans job at the Xerox multifunction system located at the school site.
2. Job ticket comes up on the screen.
3. Teacher makes job selections—quantity, stapled, one-sided or two-sided, etc.
4. Accounting data is added in by the teacher.
5. Teacher receives job confirmation and budget balance summary.
6. Job is transmitted electronically to the graphic arts department.
7. Job is scheduled, printed and queued for delivery to the teacher by 9:00 a.m. the next morning.
8. Billing is automatic upon completion of the job.

graphic arts acting department manager, "This saves us up to five minutes per job and when you multiply that times 300 jobs a day you can see that this is saving us a lot of time and money. The new

way is just a matter of releasing the jobs, and we are taken out of the accounting business and placed back into the printing business."

*"It's a time-saver all the way around, because nobody wants to just stand there in front of the copy machine when you're rushing to get back to class or on your break time or at lunch. It's nice just to have it all taken care of in a matter of a few seconds."*

Daryl Erdman  
Teacher

For more information, contact your Xerox Sales Representative or call **1-800-ASK-XEROX**. To view the Clovis USD video visit [www.xerox.com/movie](http://www.xerox.com/movie)



## The Results

By migrating the bulk of document production to their existing print shop, Xerox multifunction systems put the power of the print production shop in the hands of the teachers, saving class preparation time.

“We’ve been able to lower expenses as compared to what it would have cost with other vendors.” Says Bill McGuire. “Our print shop, though it operates more hours, actually costs less to run and requires two fewer employees.” And now that the Xerox multifunction systems at the school have the bandwidth to support print migration, the district will benefit from additional cost savings down the road.

### More than a vendor relationship— a partnership.

“The most rewarding aspect of working with Xerox is the partnership that we’ve had. Together we’ve come out with an incredible solution that benefits our school district and will help other school districts save time, money and teacher resources. Working with them has been a joy,” according to Michael Johnston.

“I think we worked really well with Xerox,” says Steve Weil, assistant superintendent for educational services. “One of the things that really attracted me to their initiative was that I saw two very dynamic, very visionary organizations coming together. The quality that was going to come out of the relationship was very exciting and I knew it was going to be pioneering work. It was fun.”

### Saving time, reducing frustration, getting back to the basics.

Clovis has begun to reap the benefits. Lines at the copy machine are gone. No longer worried about sending out their jobs, teachers spend more time focusing on education instead of copying. The school district is saving money and controlling costs, and at the same time their major print production asset is fully leveraged.

Today, print production, school and administration sites are linked into an efficient integrated system. Now, the Clovis Unified School District truly is a *unified district* when it comes to copies and documents.

*“Today all we do is scan our copies, and the job is waiting in the mailbox in the morning. There’s no standing in line at the copy machine and getting frustrated.”*

Daryl Erdman  
Teacher



© 2004 XEROX CORPORATION. All rights reserved. XEROX®, The Document Company® and the digital X® are trademarks of XEROX CORPORATION. Equitrac is a registered trademark of Equitrac, Rochester Software Associates, Inc., and RSA are trademarks of Rochester Software Associates. 5/04 36 USC 220506 610P716990





## Fulton County utilizes technology to reduce costs and improve services

### The Challenge:

- Fragmented equipment purchasing
- Costly standalone and desktop devices
- Inventory and service contract management without a single point of contact

### The Solution:

- 420 Xerox WorkCentre® Pro multifunction systems
- Xerox FlowPort software
- Stream enterprise fax solution
- Multiple on-site Xerox support professionals

### The Results:

- Savings of over \$500,000 per year
- Improved productivity for county staff
- Fewer headaches for county IT staff
- Enhanced responsiveness to constituent concerns

“ The technology and the services that Xerox provides let all of us in Fulton County be more productive and more responsive to constituent needs.”

Mary Kearney, Fulton County Quality Assurance Officer



*With a population of 850,000 spanning across 529 square miles, Fulton County is the most populous county in the state of Georgia. In the last three years, the leadership of the Department of Information Technology has initiated sweeping changes in the way the county works with citizens through the implementation of e-government. In fact, Fulton has been ranked one of the top ten most advanced counties of its size by the Center for Digital Government and the National Association of Counties (NACO)—and the 145 dedicated IT employees are key contributors to that honor.*

## The Challenge

Sometimes good things arise out of bad situations. They certainly did in Fulton County, Georgia.

Prior to 2001, Fulton County's document output management required serious attention. Fragmented, unleveraged, and uninformed purchasing of document output devices as well as underutilization and improper placement of equipment by individual departments led to unnecessarily high costs. In fact, the Board of Commissioner's approved amount of spending for the entire year had already been depleted by July.

In addition, there was no single person or group accountable for inventory and service contracts, adding further cost and frustration to the county because they were often mismanaged. Add to all this the burdens associated with inventory management and processing invoices and service contracts from multiple vendors, and it was evident that immediate action was required.

## The Solution

Since Xerox was the predominant vendor, Robert Taylor, CIO and Director of Information Technology for Fulton County, worked with a Xerox representative to gain control of the billing, servicing, pricing, and ordering of the county's document output equipment—including copiers, printers, and multifunction devices. Taylor's vision was to speed and simplify communication sharing through networked, leading-edge technology. "We knew we could buy the lowest priced equipment at the lowest cost per page and save the county some money in the short term. However, we were looking for a partner who could help us effectively implement an asset consolidation strategy across the county, which would provide an even greater return on the investment of Fulton county taxpayers' dollars. We were fortunate that Xerox responded so aggressively to our bid request and became the partner we needed."

The phased implementation, which began in 2001, began replacing the county's 280 Xerox non-networked copiers as their contracts expired. By 2004, the solution had grown to 420 WorkCentre Pros, Xerox FlowPort software, and an enterprise fax solution from Stream, a Xerox Business Partner.

**"Fulton County has lowered its monthly payments from \$235K to \$192K—a savings of \$516K per year."**

Mary Kearney  
Fulton County Quality Assurance Officer

Today, the solution—and the process that drives it—are refined and working flawlessly. A centralized, single point of contact has been established by Fulton County for ordering new equipment, checking bills, processing payments, charging back document output to individual departments, and monitoring service calls.

As requests for maintenance and support services are received by the Fulton County help desk, they are immediately dispatched to Xerox experts. By outsourcing the supplies and servicing of the county's document output technology to Xerox, Fulton County IT personnel don't have to chase around responding to device-related calls and are better able to focus on their core competencies.

Along with the benefits to the IT staff, the Xerox solution has helped Fulton County reduce document-related costs substantially. Mary Kearney, the Quality Assurance Officer who manages the Xerox contract, explains that by optimizing device placement and utilization, removing expensive standalone and desktop devices, maximizing device uptime, and optimizing equipment purchasing, "Even though an increased demand for services has dictated a 50% increase in the number of units employed, Fulton County has still realized a 19% cost reduction by lowering monthly document output costs from \$235K to \$192K—a direct savings of \$516,000 per year."

The real benefit of the Xerox solution, however, is experienced by Fulton County employees every day. With their new Xerox WorkCentre Pro multifunction devices, Xerox FlowPort software, and a Stream Fax Server, they have access to a wide range of document output functionality from a single location.

**Printing and copying**

- Inline stapling and hole-punching ensure high-speed production of finished sets.
- Prints on WorkCentre Pros cost the same as copies—a significant savings over desktop printers.
- Built-in security features, like password authentication at the device, protect confidential information. Fulton County WorkCentre Pros are also Common Criteria Certified.
- Document output is tracked and billed back to departments, enforcing output accountability and reducing irresponsible copying and printing.

*Employees of the Tax Commissioner's Office utilize the WorkCentre Pro's security features to protect private constituent financial information. A confidential job is held at the device until the document author releases it by inputting an authorized pin number.*

**Scanning**

- Digital documents replace hardcopy documents for storage, reducing the risk of lost or damaged documents and the cost of warehousing and managing large volumes of paper.
- Scanning and electronically sending documents speeds distribution while reducing the cost and effort of printing, copying, assembling, and manually mailing/overnighting hardcopy documents.
- Using Xerox FlowPort, documents can be routed to a number of different locations in a number of different formats simultaneously.

*In a single action from a WorkCentre Pro, Purchasing department employees can utilize a FlowPort cover sheet to scan a document to their desktops, where they can fax, email, print, or make changes to the document at any time.*

**Faxing**

- The Stream solution enables users to fax from the Xerox WorkCentre Pro or their workstations using a dedicated fax server instead

of an analog fax line, eliminating \$20 per line per month. With close to 1,300 lines, Fulton County has the potential to further reduce operating expenditures by \$26,000 per month—\$312,000 per year. This is in addition to the \$516,000 yearly cost reduction.

- Building a fax address book within a Microsoft Exchange contact list makes sending faxes to multiple recipients as simple as emailing—so there is no more time wasted waiting over a standalone fax machine that sends faxes slowly and individually.
- Incoming faxes can be routed to a WorkCentre Pro or a user's email inbox. Stream and Fulton County are currently working together to implement the Stream Alert Emergency Notification Solution, which provides emergency alerting via telephone, fax, email, text (SMS), PDA, and more.

*The District Attorney's office used to use 12 fax machines to receive faxes from the different police municipalities. Now, each municipality sends their faxes to the DA's office as they always had, but the faxes are intercepted by the fax server, enabling the documents to arrive as emails. Receiving these communications elec-*

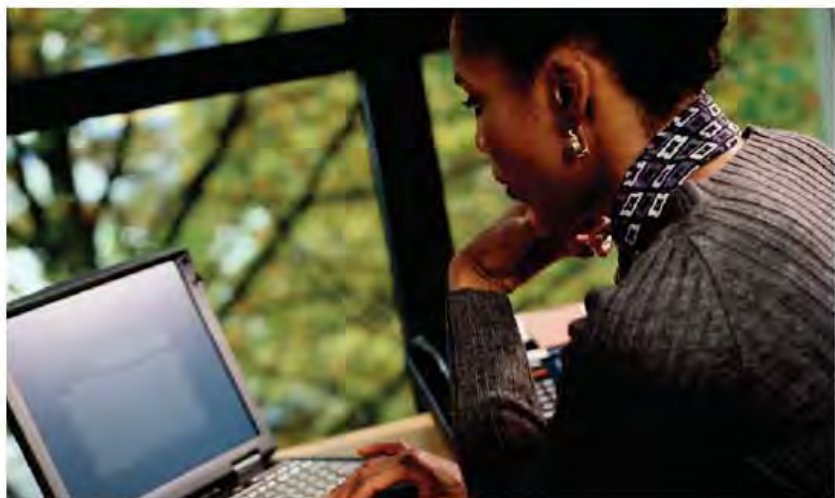
*tronically streamlines the processing of reports, creating officer's statements, gaining signatures and approvals, and faxing the documents back to the municipalities.*

**Beyond technology**

The Xerox solution isn't all about technology, however. Xerox also supports the technology with two expertly trained DocuCare specialists who perform preventive maintenance on the devices, meter reads, and inventory management tasks. Due to their expertise, over 80% of technology issues are resolved without having to dispatch a technician.

An onsite Xerox Billing specialist processes move requests, helps translate bills into appropriate "chargebacks" for each department, maintains inventory data, and generates the reports which help make informed decisions critical to maintaining maximum pricing efficiency.

In addition, Xerox supplies a trainer/print migration specialist who drives volume away from costly desktop printers and to the Xerox multifunction devices. The specialist also helps Fulton County employees learn and use the software and multifunction devices to their full potential.



**Call today.** For more information about Xerox office workflow solutions, call **1-800-ASK-XEROX** or visit us at **[www.xerox.com/office](http://www.xerox.com/office)**.



## The Results

With benefits to Fulton County IT staff and employees in literally every agency and department, it is safe to say that the Xerox solution has been a tremendous success.

Obviously, the cost benefits made a real impact, too. "I'm especially happy with the way Xerox worked with us to help lower our costs and provide a fixed price for budgeting purposes," says Kearney. "Through innovative pricing, like our Shared Volume Plan, we're able to pool volume across our entire fleet—like sharing cell phone minutes. Now, an underutilized device will offset an over-utilized device. The result is a significant reduction in costly overage charges. In addition, the quarterly volume reports provided make it easy to monitor the equipment to be sure device placement is strategic and optimized."

What makes the solution even more attractive is how those benefits to Fulton County employees translate into advantages for constituents. As Kearney explains, "The technology and the services that Xerox provides let all of us in Fulton County be more productive and more responsive to constituent needs. Within the Department of Information Technology, our resources are now allocated to address more problematic technological challenges within the departments we support. But the same types of benefits extend to the other departments, as well. They are not stuck with document output technology-related issues, so they can concentrate on providing services to the citizens of Fulton County."

## Manatee County School Case Study



## APPLICATION STUDY



# School District of Manatee County Print Center Earns Accolades, One Page at a Time

### Rochester Software Associates, Inc.

69 Cascade Drive  
Rochester, New York  
14614

Main 585.262.2690  
Fax 585.262.4808  
E-mail RSAinfo@rocsoft.com  
Web www.rocsoft.com



Other school districts have visited Manatee to see how they achieved success with their automated Web and Scan to Print Center. The solution is called Accolade, which stands for Accessible Client Copy Opportunity Link for Advanced Document Enhancement!



### Executive Summary

To outsource or not to outsource? That was the question facing the School District of Manatee County. An internal audit determined that print jobs were leaking to third party providers or being printed on low-quality printers, using expensive ink cartridges. Teachers were wasting time making their own copies. The jobs that were indeed being produced in-house required manual accounting which led to reporting delays of weeks or months.

Something had to be done. The very future of the in-plant was at stake and unless it could become an efficient, automated print center, it was doomed.

Rochester Software Associates, Inc. along with Xerox delivered the right tools and perhaps more importantly, the right people, to turn the School District's in-plant into a streamlined high-volume production facility. Volume has increased significantly, without any increase in staff and all jobs are automatically accounted for. The program has earned accolades from administrators and teachers as well as the attention of visiting school districts. There is even a waiting list for schools to join the program named, appropriately, "Accolade"!

### The Challenge

With 43,000 students and fifty schools spread over several towns, producing the volumes of printed materials required was a budgetary black hole for administrators and a major time sink for teachers. With the constant financial pressures found in any school district, taking a new approach was both a strategic imperative and a significant challenge. But another word for challenge is opportunity.

Manatee's challenge lay in two areas. First, there were manual processes for creation and production of classroom materials such as handouts, exams, and worksheets. The average teacher spent two hours each week at the copier duplicating class materials, or using costly-to-operate ink jet printers.

Hardcopy documents were sent via courier to a centralized print center, but the paper ticket ordering system was prone to inaccuracies and made accounting a manual process.

Hardcopy jobs had to be ready for the courier or be delayed a full day. An order could take up to a week to be produced and returned to a teacher. It was not uncommon for frustrated teachers to spend their own money at an outside print shop to ensure they would have the materials completed in time for class.

*"To stand in front of the copier is not helping teachers plan or get ready for their school day. So this project is going to provide teachers more time in the day to plan."*

Tim McGonegal,  
Assistant Superintendent  
Of Business Services

### Untrackable Costs

Second, individual schools had both the authority and responsibility to acquire copiers or printers for their school. The aggregate effect was to create a structure of untrackable and escalating costs. Because the machines used were inevitably from different manufacturers and had varying capabilities and were not networked, there were no economies of scale. Service and reliability was always in question and the actual cost of copying and printing was virtually impossible to measure.

"We just didn't have a good handle on copying costs," relates Bob Gehle, Program Administrator for Media Services. "We knew how many copiers we had at each school, but we really didn't know beyond the monthly invoice what those copiers were costing us."

"We also felt we could do a better job in getting materials to and from the central print shop," adds Dr. Pat Lucas, the Assistant Superintendent at the time. "Using a courier to get work back and forth worked well enough, but we believed there was a better solution that would let us increase our teachers' productivity by freeing them from the clerical work of making copies."

### The Opportunity

The district turned to Xerox, who performed a Xerox Office Productivity Advisor (XOPA) audit. With longtime Xerox partner, Rochester Software Associates, Inc., they proposed a district-wide job submission system to deliver the productivity for teachers, administrators, and the print center.

# RSA

## APPLICATION STUDY

### The End-to-End Solution

Today, teachers and staff use Accolade for virtually all production of instructional materials. They use RSA's QDirect.SCAN to electronically scan, ticket, and submit hardcopy jobs. Additionally, they create new materials on their computers which are turned into PDF files using RSA's SurePDF, based on Adobe PDF JobReady. The approved PDFs are uploaded automatically to the print center using RSA's WebCRD, which provides complete and accurate job ticketing and accounting.

*"At first I was very hesitant, but once I started, I fell in love with the program."*  
Cynthia Blenker  
Bayshore High Teacher

When submitting a job, teachers see how much it will cost, and can modify the specs—such as changing the number of copies or finishing desired—to help manage their budget. When the job is sent, they get an electronic confirmation that the job has been received. Jobs submitted by 4pm can typically be delivered the next morning. No longer are teachers at the mercy of when the courier comes to pickup new jobs.

### All Accounted For

100% of the district's print jobs can now be accounted for, thanks to QDirect, RSA's Enterprise Output Manager. QDirect works seamlessly with the district's accounting system so the old way of entering data, a manual process which could take weeks, is a thing of the past.

Instead of each school buying and maintaining their own copiers, Accolade Budget includes the software and all of the MFPS installed in each school. A local Xerox DocuCare representative is always available for maintenance, technical support and training on all the equipment as well as the RSA software. This has lowered costs at the schools, but more importantly it has given teachers back their two hours per week to use for educational tasks.

### A Change for the Better

"Accolade did require a certain amount of social change," notes Gehle. "Teachers had to change their habits, how they plan their work, and the timeliness of what they put on paper for their students. But the end result has been very positive."

"At first I was very hesitant, but once I started, I fell in love with the program," recalls Cynthia Blenker, a teacher at Bayshore High School. As a Special Education teacher, she leverages the Internet for materials to use as handouts. "I can print directly from the source to Accolade. I can even do it from home. It has saved me several hours a week! Before, I'd have to come in early or stay late to use the copier and there was always a line, but with Accolade I avoid that. The print quality is much better, too. That makes me look more professional and makes it easier for the kids to understand."

"To stand in front of the copier is not helping teachers plan or get ready for their school day", notes Tim McGonegal, Assistant Superintendent of Business Services. "So this project is going to provide teachers more time in the day to plan."

Approximately 4,000 jobs per month are coming in to the Print Center, with 75% coming in via RSA's WebCRD and the remaining 25% via RSA's QDirect.SCAN. Accolade has also increased the print center's efficiency and productivity. "It has given us more operator time," says Pete Langdon, Print Center Manager. "With jobs coming in electronically, we don't have to scan hardcopies anymore, so we have more time for folding, cutting, finishing, and other work, and we can produce more jobs in less time without increasing staff or adding overtime."

### A Team Approach

The Accolade program is spreading rapidly throughout the School District, with an anxious waiting list of individual schools. Bob Gehle notes that the key to success has been the true partnership between Manatee County Schools, RSA and Xerox. "What RSA and Xerox were able to bring to the table was a real collaborative willingness to help us succeed. They helped us develop a document strategy plan. We couldn't have done this without the partnership we have with RSA and Xerox. We wanted something that would work from the get-go, and that's what we have."

#### Rochester Software Associates, Inc.

69 Cascade Drive  
Rochester, New York  
14614

Main 585.262.2690  
Fax 585.262.4808  
E-mail RSAinfo@rocsoft.com  
Web www.rocsoft.com



*Individual schools are literally lined up to join the waiting list for the Accolade program!*

## Lincoln Public Schools

By MARGARET REIST / Lincoln Journal Star

Lincoln Public Schools officials hope to save close to half a million dollars a year on the 91 million pieces of paper it spits out of copiers, faxes and printers through a new contract with Xerox.

The district also hopes the new system will improve the way it does business by giving teachers more options and reducing the time they spend in front of copy machines.

"Certainly cost is part of it, but we're also talking about a better way, a smarter way, a more efficient way to do things," said LPS Purchasing Director Dwayne Odvody.

To get there, the district must spend an estimated \$828,000 — although officials think it will end up being less — to get out of existing lease agreements with three vendors.

That buyout is included in the five-year Xerox contract, which means the company will pay off the existing vendor agreements and include that cost in its contract with LPS.

The district looked at phasing in a new system and allowing existing contracts to expire.

"If you don't commit to this program and do it on a total district basis, the savings will slip away from you," Odvody said. "To put into place a program that can save you that kind of money and provide you the services you need, you have to draw a line in the sand."

As part of the agreement, Xerox will take the copiers and some computer printers owned by the district. Some printers will stay at schools.

The project will centralize much of the copying teachers do each day and reduce the number of machines in each school.

**LPS plans to replace 375 copy machines, 80 fax machines and about 1,350 printers with 334 new devices that combine much of that technology. Such a system is possible because of the district's computer and fiber optics infrastructure.**

"What we're adding is a convergence of those things — technology that allows us to think of things differently," Odvody said.

Printers in computer labs and media centers — where they are an integral part of students' work — will remain, Odvody said.

But for teachers and administrators, a central part of the project is a print shop that will operate out of the district office.

Teachers will be able to request print jobs online, and district officials hope they eventually will send as much as 50 percent of their work to the shop. Orders in by 3:45 p.m. will be delivered to the school by 7:15 a.m. the next morning.

Teachers will still use machines at their schools, but the print shop will, in addition to printing and copying, do the time-consuming tasks of collating, stapling and folding, Odvody said. Now, nearly all work is done at schools.

The program is being piloted at Maxey and Randolph elementary schools, Mickle Middle School and Southwest High School.

"Overall, it's just been a positive experience," said Maxey Principal Patrick Decker. "It makes it easier for teachers and us because you don't have to stand over the copy machine."

So just how much do the mounds of paper copied and faxed and scanned and printed cost the district?

The answer is a complicated combination of costs for printing, faxing and copying and supplies, maintenance and technology.

"It really comes down to the cost per impression," Odvody said. "Whether it goes up or down will help us stay the course."

LPS estimates it spends \$2.27 million a year on printouts, copies and faxes, a price that factors in depreciation and replacement costs of the machines.

That translates into an average of 2.5 cents a copy, Odvody said.

With the new system, he estimates that cost will be reduced by half a cent per copy — a \$450,000 savings a year on those 91 million copies.

Although Xerox's base contract is for \$1.4 million a year, Odvody estimated LPS would probably pay more like \$1.8 million.

That higher price includes more copies than Xerox's required minimum, estimates of higher-cost color work needed in some cases and the possibility of adding more machines, Odvody said.

"Personally I have some concerns about whether there are enough machines in the buildings," he said.

Those machines, called multifunctional devices, or MFDs, can scan, print from computers, copy and fax.

District officials say the machines will allow LPS to make more use of double-sided copying and eliminate the need to print "junk" faxes, Odvody said.

Because of continually increasing demands, it remains to be seen whether the district will actually reduce the number of copies it makes, Odvody said.

"This monster is growing on us," he said. "I'm hopeful we will be able to hold the line or reduce it."

The new system would offer savings in other ways, Odvody said.

n Time for teachers.

n A fax system that uses fewer phone lines.

n Elimination of maintenance, repair and replacement costs on outdated printers owned by the district.

Any savings the district realizes will go back into the schools' supply budgets.

"This is not something the central office said, 'Here's something we can put on schools to make their lives miserable,'" Odvody said. "Here's principals saying, 'The cost of supplies and paper is killing my budget, what can you do to help me out?'"



The benefits, though, will come at a loss of some convenience for teachers, a bigger issue at the larger secondary schools.

At Mickle, said Principal John Neal, many teachers had printers in their rooms. Now, to print out one copy for a student, they have to go to a central location in the school.

"It affects some real immediate needs," he said.

Some teachers used printers more than others, and the overall effect is still unknown, he said.

Southwest Principal Jerry Wilks said the changes require teachers to plan differently.

"I think personally it's improved things," he said. "It's just a change in how staff operates."

One positive, Neal said, is improved quality.

"The options you have for printing are remarkably better," he said.

At Randolph, the program has been popular with teachers, said Principal Wendy Bonaiuto.

"They're loving it," she said.

And Bonaiuto hopes it will free up money for other needs. Last year, she said, she paid about \$2,500 for copies teachers made above what was included in her supply budget.

Schools will continue to have a say over how things run, Odvody said. They'll be able to keep additional printers, but the district won't maintain them.

"You as a building can decide whether to spend money and supplies on those," he said.

Two Xerox employees are assigned to the district for training and maintenance, Odvody said.

During the pilot process, both Xerox and district officials have been accessible and helpful, principals said.

The pilot programs, which allowed the district to test software and equipment, are winding down and the district plans to begin phasing in the system next month.

The question, Bonaiuto said, is what happens when all the schools are on board.

"The question I have for this pilot is one of scale. This is working wonderfully," she said. "What's it going to be like when there's 60 schools?"

# Attachment Five: Xerox Total Satisfaction Guarantee

# Why Xerox?



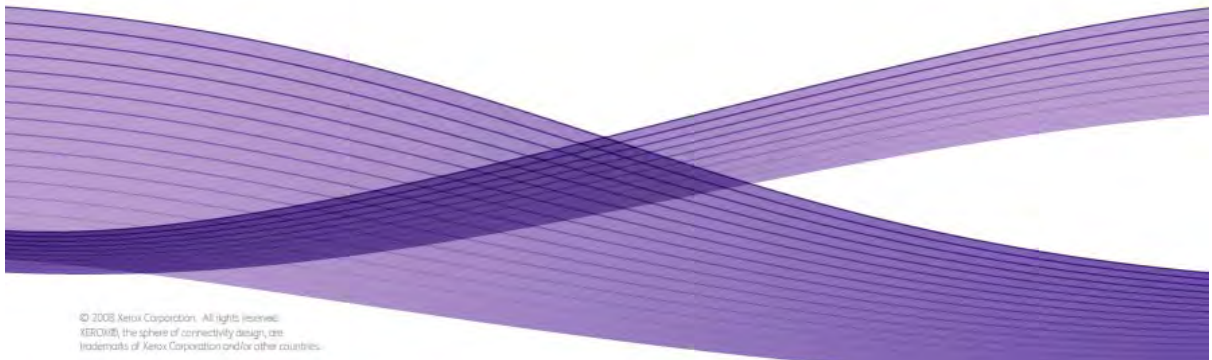
## The Total Satisfaction Guarantee

Xerox offers a Total Satisfaction Guarantee that fully protects your decision! Quite simply, it's the best guarantee in the industry.

The Total Satisfaction Guarantee provides that, if you are not totally satisfied with any Xerox equipment, Xerox will, at your request, replace it without charge with an identical model or, at the option of Xerox, a model with comparable features and capabilities. Except for previously-installed equipment, the Total Satisfaction Guarantee is effective for three years following initial equipment delivery, unless the equipment is financed by Xerox for more than three years, in which case the Total Satisfaction Guarantee is effective during the entire term of the Xerox financing.

For previously-installed equipment, the Total Satisfaction Guarantee is effective for one year. The Total Satisfaction Guarantee is not available for equipment acquired for personal, household or family use, and it only applies to equipment that is continuously maintained by Xerox or its authorized representatives under a Xerox warranty or Xerox maintenance plan.

We make this offer to clearly demonstrate that our measure of quality is our Customers' Satisfaction.



© 2008 Xerox Corporation. All rights reserved.  
XEROX®, the sphere of connectivity design, the  
trademarks of Xerox Corporation and/or other countries.